

BOARD OF COUNTY COMMISSIONERS AGENDA MIAMI COUNTY, KANSAS

Wednesday, January 20, 2021 | 1:00 p.m.

CALL TO ORDER AND OPEN CEREMONIES

- PLEDGE OF ALLEGIANCE
- ROLL CALL

PUBLIC COMMENT

The Board of County Commissioners encourages citizen participation in local governance processes. Making every effort to be in compliance with the Kansas Open Meetings Act (KSA 75-4317), you are invited to participate in today's meeting. Speakers are requested to state their full name, address, and group affiliation, if any, before delivering any remarks. Speakers should limit their comments as to not exceed five minutes. Always speak from the podium, using the microphone. If documentation or material is presented to the Board of County Commissioners, please provide them to the Clerk for distribution and filing with the official record of the meeting.

CONSENT AGENDA

The CONSENT AGENDA is a single agenda item that can include multiple items previously reviewed and determined to be of a routine business nature. Items that are included as part of the CONSENT AGENDA will be voted upon under a single motion unless a separate discussion on any single item is requested by a Member of the Board of County Commissioners or a member of the public. If a separate discussion on any item is requested, it will be set aside for further consideration as part of the ACTION AGENDA.

1. Approval of minutes of the county commission meeting on January 13, 2021
2. Approval of payment vouchers and payroll
3. Orders of Correction of Irregularities

ACTION AGENDA

1. ECKAA ANNUAL UPDATE – Receive annual update from Elizabeth Maxwell, Director for East Central Kansas Area Agency on Aging.
2. NOTICE TO PROCEED – Consider authorizing commission chair to execute the notice to proceed with Bryan-Ohlmeier Construction Co., Inc. for Project 15-07-SB (637) Bridge 11-B.2 replacement, 319th Street 0.3 mile east of Pleasant Valley Road. Project duration is 120 working days, scheduled to begin February 22, estimated completion date is June 22, 2021.
3. NOTICE TO PROCEED – Consider authorizing commission chair to execute the notice to proceed with Bryan-Ohlmeier Construction Co., Inc. for Project 18-03-SB (653) Lone Star Culvert replacement, located on Lone Star Road 0.5 mile north of 287th street. Project duration is 100 working days, scheduled to begin January 25, estimated completion date is May 5, 2021.
4. NOTICE TO PROCEED – Consider authorizing commission chair to execute the notice to proceed with Bryan-Ohlmeier Construction Co., Inc. for Project 18-13-SB (663) 299th Street Culvert replacement, located on 299th street 0.07 mile east of Victory Road. Project duration is 120 working days, scheduled to begin February 22, estimated completion date is June 22, 2021.

**BOARD OF COUNTY COMMISSIONERS AGENDA
MIAMI COUNTY, KANSAS**

Wednesday, January 20, 2021 | 1:00 p.m.

5. COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT – Consider authorizing the commission chair to sign the employment agreement with Shane D. Krull as County Administrator.

APPLICATIONS

REPORTS FROM STAFF, COMMITTEES, OFFICERS

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

Miami County does not discriminate on the basis of race, color, national origin, gender, religion, age disability, genetic information, or other circumstance prohibited by federal, state, or local law, rule, or regulation, including Title II of the Americans with Disabilities Act. A request for accommodation for a disability; or other assistance, should be made, if possible, at least 3 days in advance to County Counselor, Sheila Schultz @ 913-294-3914.

MIAMI COUNTY

Print Form

STAFF REQUEST FOR COMMISSION ACTION

| | |
|---|--|
| SUBMITTED BY: Matthew Oehlert | REQUESTED MEETING DATE: Wednesday, January 20, 2021 |
| DEPARTMENT: Road and Bridge | REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING |
| CONTACT INFORMATION: moehlert@miamicountyks.org | PROJECT / REFERENCE NUMBER: 15-07-SB (637) |

AGENDA SUBJECT:
Project 15-07-SB (637) Notice to Proceed to Bryan-Ohlmeier Construction Co., Inc.

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Notice to Proceed for Project 15-07-SB (637) Bridge 11-B.2 Replacement, 319th Street 0.3 mile east of Pleasant Valley Road, is scheduled to begin February 22, 2021. Project duration is 120 working days. Estimated completion date is June 22, 2021.

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to authorize Commission Chair to execute the Notice to Proceed with Bryan-Ohlmeier Construction Co., Inc for Project 15-07-SB (637).

BUDGET IMPACT:

| | | |
|--|---|---|
| BUDGET AVAILABLE FOR THIS ITEM: \$ | BUDGET REMAINING FOR THIS ITEM: \$ | |
| FUND / LINE ITEM TO BE CHARGED: ###-###-#### | ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Matthew Oehlert

Digitally signed by Matthew Oehlert
Date: 2021.01.13 14:57:19 -06'00'

1/13/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

SIGNATURE: *Steve Lyman*

DATE: *1/14/2021*

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE: *Shane Knoll*

DATE: *1-14-21*

SIGNATURE:

DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

00420
NOTICE TO PROCEED

To: Bryan-Ohlmeier Construction Co., Inc

Date: January 20, 2021

911 N Pearl

Project: 319th St. Bridge Replacement,
Miami County, KS

Paola, KS 66071

Miami County Project No.

15-07-SB (637) RFB#:2020-012

You are hereby notified to commence WORK in accordance with the Agreement dated December 2, 20 20, on or before February 22, 20 21, and you are to complete the WORK within 120 working days thereafter.

Miami County

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

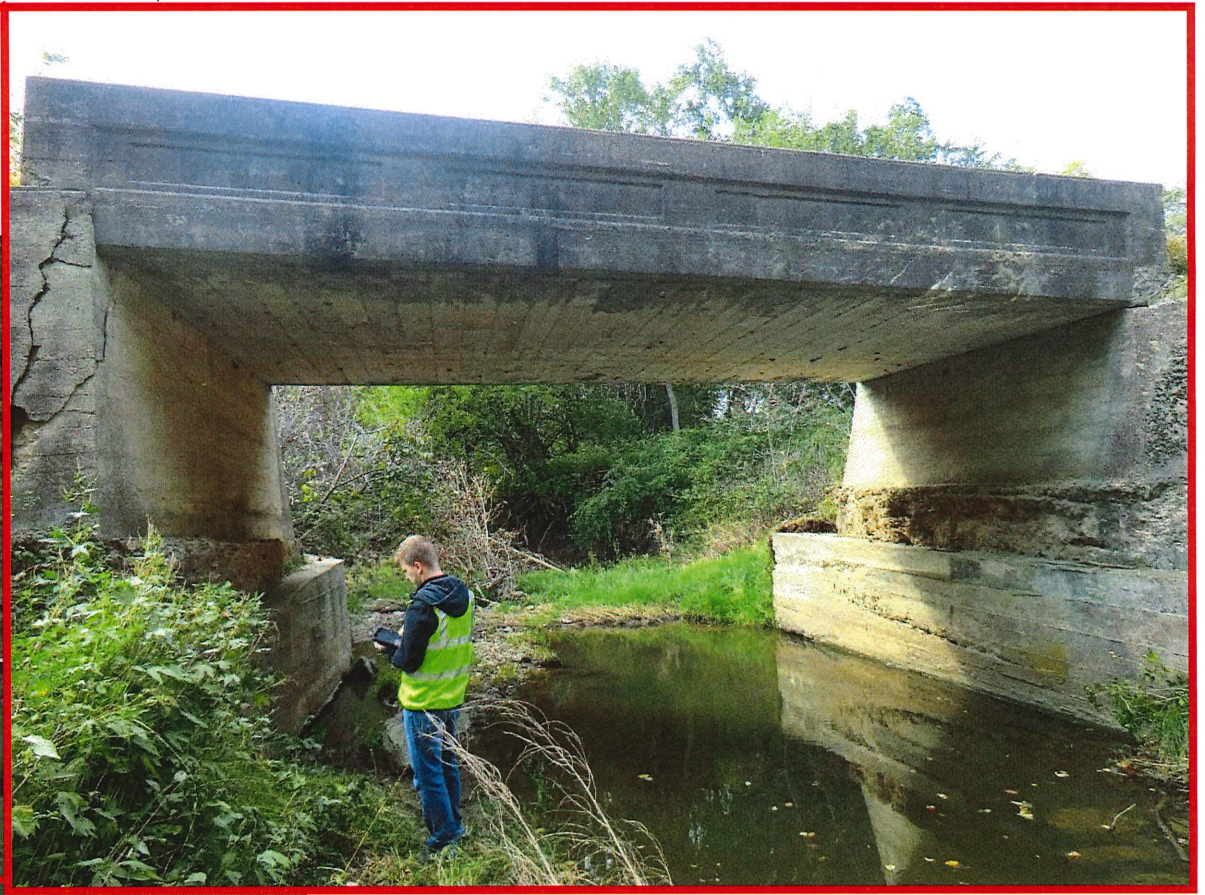
acknowledged by _____

this the _____ day of _____ 20 21

By _____

Title _____

END OF SECTION 00420



Bridge—11-B.2

NBI: 000611067405000

Sufficiency: 28.5%

Year Built: 1930

ADT: 12

Length: 33.1 ft.

MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

Print Form

| | |
|---|--|
| SUBMITTED BY: Matthew Oehlert | REQUESTED MEETING DATE: Wednesday, January 20, 2021 |
| DEPARTMENT: Road and Bridge | REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING |
| CONTACT INFORMATION: moehlert@miamicountyks.org | PROJECT / REFERENCE NUMBER: 18-03-SB (653) |

AGENDA SUBJECT:
Project 18-03-SB (653) Notice to Proceed to Bryan-Ohlmeier Construction Co., Inc.

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Notice to Proceed for Project 18-03-SB (653) Lone Star Culvert Replacement, located on Lone Star Road 0.5 mile north of 287th Street, is scheduled to begin January 25, 2021. Project duration is 100 working days. Estimated completion date is May 5, 2021.

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to authorize Commission Chair to execute the Notice to Proceed with Bryan-Ohlmeier Construction Co., Inc for Project 18-03-SB (653).

BUDGET IMPACT:

| | | |
|--|---|---|
| BUDGET AVAILABLE FOR THIS ITEM: \$ | BUDGET REMAINING FOR THIS ITEM: \$ | |
| FUND / LINE ITEM TO BE CHARGED: ###-###-#### | ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Matthew Oehlert Digitally signed by Matthew Oehlert
Date: 2021.01.13 14:58:08 -06'00'

1/13/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

1/14/2021
DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Knoll
SIGNATURE:

1-14-21
DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

00420
NOTICE TO PROCEED

To: Bryan-Ohlmeier Construction Co., Inc

Date: January 20, 2021

911 N. Pearl

Project: Lone Star Culvert Replacement

Paola, KS 66071

(Lone Star Rd, South of K-68)

18-03-SB (653) RFB # 2020-015

You are hereby notified to commence WORK in accordance with the Agreement dated December 2, 2020, on or before January 25, 2021, and you are to complete the WORK within 100 working days thereafter. The date of completion of all WORK therefore is May 5, 2021.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

acknowledged by _____

this the _____ day of _____ 20____

By _____


Title _____

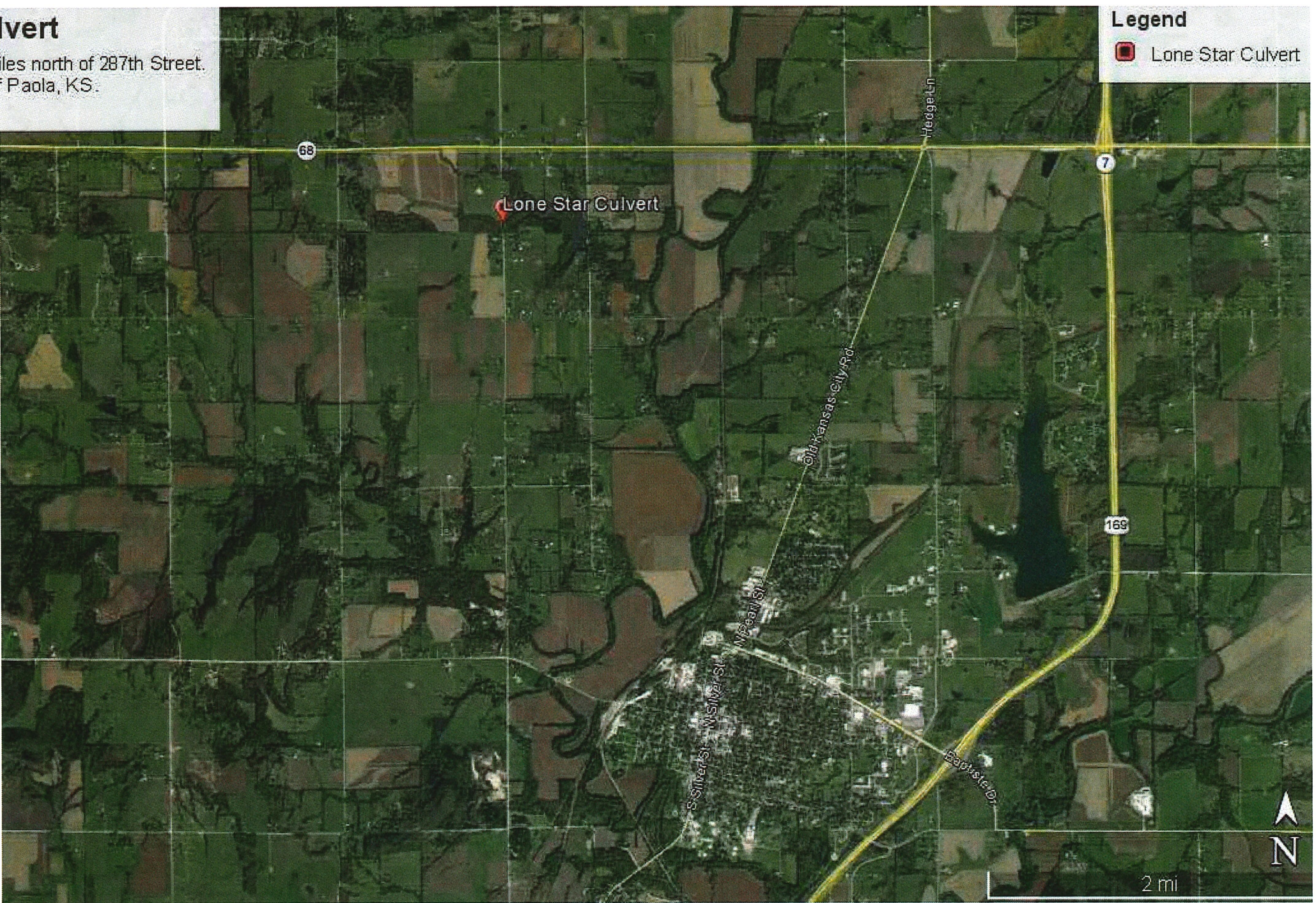
END OF SECTION 00420

Culvert

1.5 miles north of 287th Street.
Paola, KS.

Legend

 Lone Star Culvert



MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

Print Form

| | |
|---|--|
| SUBMITTED BY: Matthew Oehlert | REQUESTED MEETING DATE: Wednesday, January 20, 2021 |
| DEPARTMENT: Road and Bridge | REQUESTED MEETING: <input checked="" type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING |
| CONTACT INFORMATION: moehlert@miamicountyks.org | PROJECT / REFERENCE NUMBER: 18-13-SB (663) |

AGENDA SUBJECT:
Project 18-13-SB (663) Notice to Proceed to Bryan-Ohlmeier Construction Co., Inc.

AGENDA SUBJECT BACKGROUND / DESCRIPTION:
Notice to Proceed for Project 18-13-SB (663) 299th Street Culvert Replacement, located on 299th Street 0.07 mile east of Victory Road, is scheduled to begin February 22, 2021. Project duration is 120 working days. Estimated completion date is June 22, 2021.

REQUESTED ACTION / STAFF RECOMMENDATION:
Commission to authorize Commission Chair to execute the Notice to Proceed with Bryan-Ohlmeier Construction Co., Inc for Project 18-13-SB (663).

BUDGET IMPACT:

| | | |
|--|---|---|
| BUDGET AVAILABLE FOR THIS ITEM: \$ | BUDGET REMAINING FOR THIS ITEM: \$ | |
| FUND / LINE ITEM TO BE CHARGED: ###-###-#### | ITEM BUDGETED?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | CAPITAL PROJECT?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Matthew Oehlert Digitally signed by Matthew Oehlert
Date: 2021.01.13 14:58:50 -06'00'

1/13/2021

SUBMITTER'S SIGNATURE:

DATE:

FISCAL REVIEW

SIGNATURE:

Steve Johnson

DATE:

1/14/2021

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

SIGNATURE:

Shane Kull

DATE:

1-14-21

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

00420
NOTICE TO PROCEED

To: Bryan-Ohlmeier Construction Co., Inc

Date: January 20, 2021

911 N Pearl

Project: 299th Street Culvert
Replacement

Paola, KS 66071

(299th Street Rd, 0.7 miles east of Victory Rd)

Project 18-13-SB (663) RFB 2020-013

You are hereby notified to commence WORK in accordance with the Agreement dated December 2, 2020, on or before February 22, 2021, and you are to complete the WORK within 120 working days thereafter. The date of completion of all WORK therefore is June 22, 2021.

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

acknowledged by _____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00420

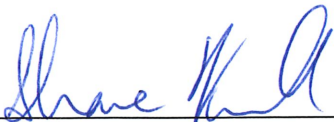
MIAMI COUNTY

STAFF REQUEST FOR COMMISSION ACTION

| | |
|--------------------------------------|---|
| SUBMITTED BY: | REQUESTED MEETING DATE: January 20, 2021 |
| DEPARTMENT: Administration | REQUESTED MEETING: <input type="checkbox"/> STUDY SESSION <input checked="" type="checkbox"/> REGULAR MEETING |
| CONTACT INFORMATION: | PROJECT / REFERENCE NUMBER: |

| |
|--|
| AGENDA ITEM / SUBJECT: County Administrator Employment Agreement |
| ITEM BACKGROUND / DESCRIPTION: |
| REQUESTED ACTION / STAFF RECOMMENDATION: County Chair to sign employment agreement with Shane D. Krull as County Administrator |

| | | |
|--|---|--|
| BUDGET IMPACT: \$ | | |
| BUDGET AUTHORITY: \$ | REMAINING BUDGET ALLOCATION: \$ | |
| FUND / LINE ITEM: ###-###-#### | FUNDS BUDGETED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | CAPITAL PROJECT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |



SUBMITTER'S SIGNATURE:

1-12-21

DATE:

FISCAL REVIEW

Steve Lyman
SIGNATURE:

1/12/2021

DATE:

Comments:

LEGAL REVIEW

SIGNATURE:

DATE:

Comments:

ADMINISTRATOR REVIEW

Shane Knull
SIGNATURE:

1-12-21

DATE:

Comments:

COUNTY CLERK'S OFFICE USE

Commission Action Taken:

Accepted

Denied

Postponed

Acknowledged

Date Action Taken:

Required Follow-up Date:

Publication Required:

Submitted to Publication By:

Yes

No

NPG Account Number:

Mail Distribution Required:

Mailed By:

Yes

No

EMPLOYMENT AGREEMENT

SHANE D. KRULL

This employment agreement is made and entered into this 3rd day of March, 2021 ,by and between the County of Miami, State of Kansas, a Kansas County Municipal Government, hereinafter referred to as COUNTY, and Shane D. Krull, hereinafter referred to as EMPLOYEE.

Whereas, it is the desire of COUNTY (1) to retain the services of EMPLOYEE as a County Administrator; (2) to provide inducements for him to remain in such employment for a reasonable period (3) to encourage the full and effective performance of services on COUNTY'S behalf by EMPLOYEE; and (4) to provide a procedure for termination of EMPLOYEE'S services upon mutual consent of the parties or upon either party's discretion; and

Whereas EMPLOYEE desires to accept employment as County Administrator for the County of Miami, State of Kansas.

Now, Therefore, COUNTY and EMPLOYEE agree and understand as follows:

1. DUTIES: COUNTY agrees to employ the services of Shane D. Krull as the County Administrator to perform the functions and duties of such position as specified by K.S.A. 19-3a04 and amendments thereto, Miami County Resolution No. 12093-01 and any amendments thereto, and as otherwise directed by the County Commission.
2. TERM: EMPLOYEE agrees to serve as the County Administrator for a term of two (2) years commencing April 1, 2021 and ending March 31, 2023 which shall be subject to the rights of termination as provided hereafter. Future extension of this Agreement shall be on an annual basis, with County informing EMPLOYEE of its intention to renew or terminate EMPLOYEE'S position by October 1 of each year.
3. SUSPENSION: COUNTY may suspend EMPLOYEE with full pay and benefits at any time during the term of this agreement upon a vote of a majority of the County Commission in open meeting.
4. TERMINATION:
 - a) The EMPLOYEE shall serve at the pleasure of the County Commission of COUNTY and may be terminated upon thirty (30) days written notice.
 - b) In the event EMPLOYEE is terminated by County Commission prior to the expiration of this agreement, after EMPLOYEE has received and acknowledged written notice thereof, and EMPLOYEE is able and willing to perform the duties of County Administrator, COUNTY agrees to compensate EMPLOYEE with termination pay as liquidated damages by payment equal to sixty (60) calendar days' salary and fringe benefits.
 - c) In the event EMPLOYEE resigns his position with COUNTY before expiration of this agreement, EMPLOYEE will give COUNTY at least 30 days' written notice in advance (unless parties agree otherwise). EMPLOYEE will not be entitled to any termination pay of salary and fringe benefits unless COUNTY specifically agrees to such.

- d) In the event EMPLOYEE is terminated because of his conviction of any felonious act or crime, COUNTY shall have no obligation to pay termination pay.
 - e) Termination or resignation in good standing shall entitle EMPLOYEE to a lump sum payment equivalent to all accrued vacation.
 - f) EMPLOYEE shall be considered to be a "Key Employee" pursuant to the Family Medical Leave Act. If EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, incarceration, or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty day period, COUNTY shall have the option to terminate this agreement subject to the severance pay requirement of Section 4, Paragraph B. However, EMPLOYEE shall be compensated for any accrued sick leave, vacation leave, holidays and other accrued benefits due to the provisions of this Agreement and/or the personnel rules and regulations of the County.
5. HOURS OF WORK: EMPLOYEE will be employed by COUNTY on a full-time basis, with the recognition that said position will often require in excess of forty (40) hours per week. EMPLOYEE shall be considered an exempt employee in regard to the Fair Labor Standards Act and corresponding regulations.
6. PERFORMANCE EVALUATIONS: The County Commission shall review and evaluate the EMPLOYEE'S performance at least once annually and said review and evaluation shall be in advance of the annual operating budget. EMPLOYEE's first review shall be in November 2021. The County Commission and EMPLOYEE shall establish annual goals and performance objectives for the guidance of EMPLOYEE and to serve as benchmarks in the annual evaluation process.
7. COMPENSATION: The COUNTY shall establish EMPLOYEE'S salary each twelve (12) month period, beginning on April 1, 2021 at \$126,043.50 and with such salary in future years reflecting at a minimum any cost of living adjustment granted to all other employees.
8. FRINGE BENEFITS:
- a) EMPLOYEE acknowledges that he has been fully informed of all aspects of the COUNTY'S major medical insurance program for full time employees and dependents and his eligibility, therefore.
 - b) EMPLOYEE shall accrue sick leave at the same rate as other full time COUNTY employees. EMPLOYEE will also accrue the same rate of vacation time as all other COUNTY employees.
9. VEHICLE ALLOWANCE: EMPLOYEE shall be reimbursed monthly the use of EMPLOYEE'S vehicle for official use and travel. EMPLOYEE shall be responsible for the insurance, operation, maintenance, and expense of said vehicle.
10. PROFESSIONAL DEVELOPMENT: As part of EMPLOYEE'S compensation, and for EMPLOYEE'S professional growth and development and for the benefit of COUNTY, COUNTY agrees to budget and pay for the costs of participating in national, state and local associations. At a minimum, said participation shall include, if so desired by EMPLOYEE, membership in the International City Management Association, Kansas City Management Association, State

County Mangers Association, and EMPLOYEE's attendance at annual conferences thereof. Within the constraints of the adopted travel and training budgets, EMPLOYEE may also attend other professional development workshops and seminars, as EMPLOYEE deems necessary.

11. RESIDENCY: EMPLOYEE will establish and maintain permanent residency in Miami County during his employment with the COUNTY.
12. INDEMNIFICATION AND BONDING: EMPLOYEE shall be covered under any liability insurance policies written on behalf of COUNTY for covered acts or omissions occurring in the performance of EMPLOYEE'S duties as a county official at no expense to EMPLOYEE. COUNTY shall bear the full cost of any official bond required of the EMPLOYEE under any law or statute.
13. GENERAL PROVISIONS:
 - a) This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.
 - b) If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this agreement rendered or declared invalid.
 - c) This agreement shall become effective commencing the 1st day of April 2021.

IN WITNESS WHEREOF, the County of Miami, State of Kansas, a municipal county corporation has caused this Agreement to be signed and executed in its behalf by the Chairman of the County Commission after said Commission approved such agreement and such agreement was duly attested by the county clerk, and Shane Krull has signed and executed this agreement, all in the day and year first above written.

EMPLOYEE:

COUNTY:

Shane D. Krull

Rob Roberts, Chairman
Miami County Commission
Miami County, Kansas

ATTEST:

Janet White, County Clerk