

Board of Crawford County Commissioners

Commissioners' Journal

2016, **FIFTY-THIRD** MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS **Tuesday, July 12, 2016, 10:00 AM**

The Crawford County Board of Commissioners met pursuant to Kansas Statutes Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors. Commissioner Tom Moody served as the presiding officer. Commissioners Carl Wood and Jeff Murphy were in attendance. County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board. Chairman Moody led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (16-234) of Commissioner Murphy and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the **July 8, 2016** minutes of the Board of County Commissioners.

Yeas: Commissioners Moody, Wood and Murphy

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 16	231	That the consent agenda be approved including: Approval of the July 5, 2016 minutes
Motion 16	232	To approve the June 2016 Clerk's Report as presented
Motion 16	233	To recess this open session and go into a closed executive session for a period of not more than 30 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and Noxious Weed Director Ed Fields

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UNDER THE HEADING NEW BUSINESS

CRAWFORD COUNTY BOARD OF HEALTH

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

MESSAGES FROM THE PUBLIC

Item One: Mr. Kenny Blair, CFS Engineering presenting county bridge inspection report. Mr. Blair handed out the report and explained the details to the Commissioners. He went over the maps that were included in the report. Mr. Blair stated that a bridge greater than 20' feet in length is required to be inspected and bridges less than 20' are not. He explained the numbering system for the bridges and the federal requirements to be eligible for grant funding. He stated that some of the bridges need posting attention. A discussion was held on weight limits on the bridges. Mr. Blair suggested that the county implement an inspection program for bridges less than 20'. Mr. Blair recommends doing an inventory first and then sort the bridges by the condition. Mr. Wood suggested having Randy Chiartano start the project of inspecting the small bridges.

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

MESSAGES FROM APPOINTED OFFICIALS

Item One: Ms. Janis Goedeke presenting a contract with the Kansas Department of Health and Environment for the Coordination of Early Detection Works Provider Services in Southeast Kansas. She explained what the Early Detection Works Grant pays for and some of the statistics involved. Ms. Goedeke stated that the grant pays for 2 full time employees plus mileage and other reimbursement costs and those employees are housed in Crawford County.

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**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
CONTRACT
FOR THE
COORDINATION OF EARLY DETECTION WORKS PROVIDER SERVICES IN SOUTHEAST KANSAS**

1. Parties to Contract –
 - 1.1. Kansas Department of Health and Environment [KDHE]
 - 1.2. Crawford County Health Department – [CCHD]

The Parties agree to the following terms and conditions:

2. The purpose of this Contract is for CCHD to provide essential screening services, health education and promotion activities, and administrative duties within Southeast Kansas. The contract with CCHD would also facilitate local and regional health systems change and community-clinical linkages. The role or responsibility of CCHD is to navigate patients, oversee case management and conduct evaluation activities to help ensure that the program meets National Breast and Cervical Cancer Early Detection Program [NBCCEDP] standards.
3. Term of Contract – The period of this Contract shall be July 01, 2016 and continuing until June 29, 2017.
4. Duties of CCHD –
 - 4.1. Serve as regional representative in Southeast Kansas for the KDHE Early Detection Works (EDW) program. The Southeast region has a primary focus on: Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Montgomery, Morris, Neosho, Wilson, and Woodson counties.
 - 4.2. Employ one full-time regional Nurse and one outreach worker, each dedicating 100% of their time to manage regional EDW activities.
 - 4.3. Monitor the status of EDW women with abnormal screening results and follow-up with contracted providers to ensure timely diagnostic services, referrals, and follow-up per EDW guidelines. Ensure that EDW women diagnosed with breast or cervical cancer receive timely referral to the Medicaid program.
 - 4.4. The outreach worker will assist the regional Nurse and the Clinical Nurse Manager with non-medical record keeping, client notifications and follow-up.
 - 4.5. During enrollment assess EDW clientele and their household members for tobacco use status per current EDW protocol and refer them, accordingly, to the Kansas Tobacco Quitline, a statewide tobacco cessation program offered through KDHE. The Tobacco Quitline can be accessed at 1-800-QUIT-NOW (784-8669) or at KSQuit.org for free support, 7 days a week, 24 hours a day (with the exception of major holidays).
 - 4.6. Provide population and evidence-based health education activities using policy, systems, and environment approaches as funding permits and provide assistance to local coalitions in the southeast region of Kansas.
 - 4.7. Provide assistance to local partners to assure public education materials are appropriate for targeted populations and coordinate EDW services for clients by identifying and recruiting local providers.

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- 4.8. Provide outreach, enrollment and education for cancer prevention and control to the community thereby enhancing community networks as funding permits.
- 4.9. Participate in all EDW sponsored meetings, trainings and evaluation activities and provide assistance with EDW reports including logic models, work plans, strategic planning and funder reports, as necessary.
- 4.10. Provide all data requested by the EDW Data Manager to ensure a system of surveillance, tracking and follow-up. Provide administrative functions for the EDW program, including documentation of required reports and enrollment of eligible women, using the Catalyst data management system.
- 4.11. Provide the proper resources, training and technical assistance to contracted service providers with use of the Catalyst data management system, in conjunction with the EDW Data Manager and ensure that all program documentation requirements are being met.
- 4.12. Provide written notification to KDHE EDW staff of changes in personnel. The written notification of the addition or removal of an employee shall be sent to KDHE within 24 hours after an employee is no longer employed by the CCHD.
- 4.13. Hold as confidential all personal information obtained or received from EDW enrollees under this Contract in accordance with Kansas Cancer Prevention and Control Programs (NU58DP003889-04-01), CFDA #93.752. Submit a signed EDW confidentiality statement for each CCHD staff person prior to receiving each individual log-in and password for the Catalyst web-based system.
- 4.14. Comply with the provisions found in Appendix C (Data System Confidentiality and Compliance Agreement), which is hereby incorporated in this Contract and made a part hereof.
- 4.15. Review payment requests per CDC performance standards, including screening guidelines; quality standards are reviewed at least weekly.
- 4.16. Review pending reports, including: Enrollment Summary, Missing Encounters, Pending Approvals and Recent Abnormal's at least monthly for quality assurance and provide all data requested by EDW to meet the CDC's required Minimum Data Elements within (7) days of the initial request.
- 4.17. Communicate any changes in provider information such as address, contact information, phone numbers, work related email addresses and other pertinent information to EDW billing, clinical and management staff in a timely manner.
- 4.18. Provide a line of communication with contracted providers that is sufficient and sustainable to resolve issues related to performance standards, as well as notifying the EDW Clinical Nurse Manager should the need arise with respect to receiving assistance with keeping reviews current.
- 4.19. Attend all scheduled calls with EDW staff and the Clinical Nurse Manager to detail progress in meeting contract objectives; local health agency concerns and needs, significant achievements, community/agency networking, pertinent client case examples, special results of program interventions, changes or additions to local policies/procedures, client success stories and other information related to contract deliverables.
- 4.20. Submit quarterly reports to the Cancer Program Public Health Educator using the tracking template/database to document outreach education events, outcomes, and success stories. Assist with

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outreach and education reports as requested by EDW staff.

- 4.21. Work with the Cancer Program Public Health Educator to develop a system for tracking outreach and education events, outcomes, and success stories. Assist with outreach and education reports as requested by EDW staff.
 - 4.22. Submit a KDHE Certified Affidavit of Expenditure for reimbursement of expenses. Process and report to KDHE all payment expenses incurred by June 29, 2017. KDHE must receive a final invoice for all expenses by August 01, 2017.
5. Duties of KDHE –
- 5.1. Provide orientation, technical assistance, training, educational opportunities and support to CCHD staff contracted with EDW to promote the programs health initiatives.
6. Compensation –
- 6.1. KDHE shall remit payment upon receipt and approval of affidavit of expenditures within (30) days.
 - 6.2. The total amount of this contract shall not exceed \$130,409.00 (Appendix D).
7. Miscellaneous Terms and Conditions –
- 7.1. This Contract is contingent upon the availability of state or federal funds and may be terminated by thirty (30) day advance written notice by KDHE.
 - 7.2. Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Non-Debarment Certification), Appendix C, (Data System Confidentiality and Compliance Agreement and Appendix D, (CCHD Budget) are hereby incorporated in this Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.
 - 7.3. Amendments. This Contract may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Contract.
 - 7.4. Termination. This Contract may be terminated by either Party upon providing written notice to the other party at least thirty (30) days in advance of the effective date of termination. If this Contract is terminated, CCHD will be paid for those fees earned and costs incurred prior to the date of termination.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Contract and have executed it as of the date shown below.

Kansas Department of Health and Environment

Crawford County Health Department

By:

By:

Susan Mosier, MD, MBA, FACS
KDHE Secretary and State Health Officer

Janis Goedeke
CCHD Administrator

Date

Date

Chair, Crawford County Commission

By:



Date

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Appendix A

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

- 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 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 the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 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, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 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 and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 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."
- 13. Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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APPENDIX B COMPLIANCE WITH THE

"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at www.sam.gov; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

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DATA SYSTEM CONFIDENTIALITY AND COMPLIANCE AGREEMENT-Appendix C

CCHD agrees to comply with applicable state and federal law regarding the use and dissemination of data, information and records obtained or maintained in the performance of this contract.

CCHD agrees to use appropriate safety measures, including physical and technical safeguards, and the technology, policy and procedures for its use which reasonably protects the confidentiality, integrity and availability of data, information and records obtained or maintained in the performance of this contract.

CCHD agrees to prevent the unauthorized access, use, disclosure, modification, destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract, including personal client information received from recipients of services under this contract, other than as provided for by this contract or by applicable state and federal law. CCHD agrees to report to KDHE any attempted or successful unauthorized access, use, disclosure, modification, or destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract which it or its officers, employees, agents or subcontractor become aware.

CCHD agrees to provide a list of the names of all CCHD employees and agents who are given access to a System on which data, information and records are maintained to KDHE, and shall provide written notification to KDHE whenever any individual is added to or removed from the list. Written notification of the addition or removal of an employee or agent from the list shall be sent to KDHE within 24 hours after an employee is no longer employed by CCHD, or an individual is no longer acting as an agent of the CCHD. Immediate notice shall be provided to KDHE by phone or email whenever an employee or agent is terminated for cause. The CCHD shall provide notification required by this provision to the KDHE Early Detection Works Program Clinical Nurse Manager.

CCHD agrees to provide appropriate supervision and training to its employees and agents to ensure compliance with access to and confidentiality and use of data, information and records obtained or maintained in the performance of this contract, including but not limited to:

- a) Complying with the confidentiality and access provisions of this contract; and
- b) Protecting confidential data, software and equipment from unauthorized activities, including but not limited to unauthorized access, use, disclosure, modification, or destruction.

CCHD agrees to report to KDHE any interference with system operations in an information system as soon as practicable, but no longer than 24 hours after the discovery of such disclosure. Notice to KDHE shall consist of notifying the KDHE by phone or email of the occurrence of an unauthorized use, disclosure or security incident, and shall identify such unauthorized use and identify all individuals engaged in such unauthorized use. Notification shall be provided to the KDHE Early Detection Works Program Clinical Nurse Manager.

CCHD agrees to mitigate any harmful effect that is known to CCHD of the use or disclosure of data, information or records obtained or maintained in the performance of this contract in violation of the requirements of this contract, and to communicate in writing such mitigation to KDHE.

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Crawford County Health Department Budget – Appendix D

<u>Personal & Fringe</u>	
Regional Nurse Case Manager	\$44,754
Outreach Worker	27,336
Fringe	<u>40,167</u>
Subtotal for Personal & Fringe	\$112,257
<u>Travel (within region expenses)</u>	
Regional & State Mileage - 2400 x .58	\$1,392
<u>Travel (out of state, conference for training and technical assistance)</u>	
Air Fare	500
National, Hotel (\$150 per night x 4 nights)	600
National, Per Diem (\$75 per day x 5 days)	375
Regional & State Travel Lodging	1,360
Regional & State Travel Per Diem	<u>1,600</u>
Subtotal for Travel	\$8,566
<u>Supplies</u>	
Office	\$300
<u>Other</u>	
Telephone	\$840
Postage	200
Technology & Support	250
Computers	2,996
Copier	<u>5,000</u>
Subtotal for Supplies	\$9,286
Subtotal	<u>\$130,409</u>
Project Total	<u>\$130,409</u>

On motion (16-235) of Commissioner Wood and the second of Commissioner Moody to approve the Kansas Department of Health and Environment Contract for the Coordination of Early Detection Works Provider Services in Southeast Kansas and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

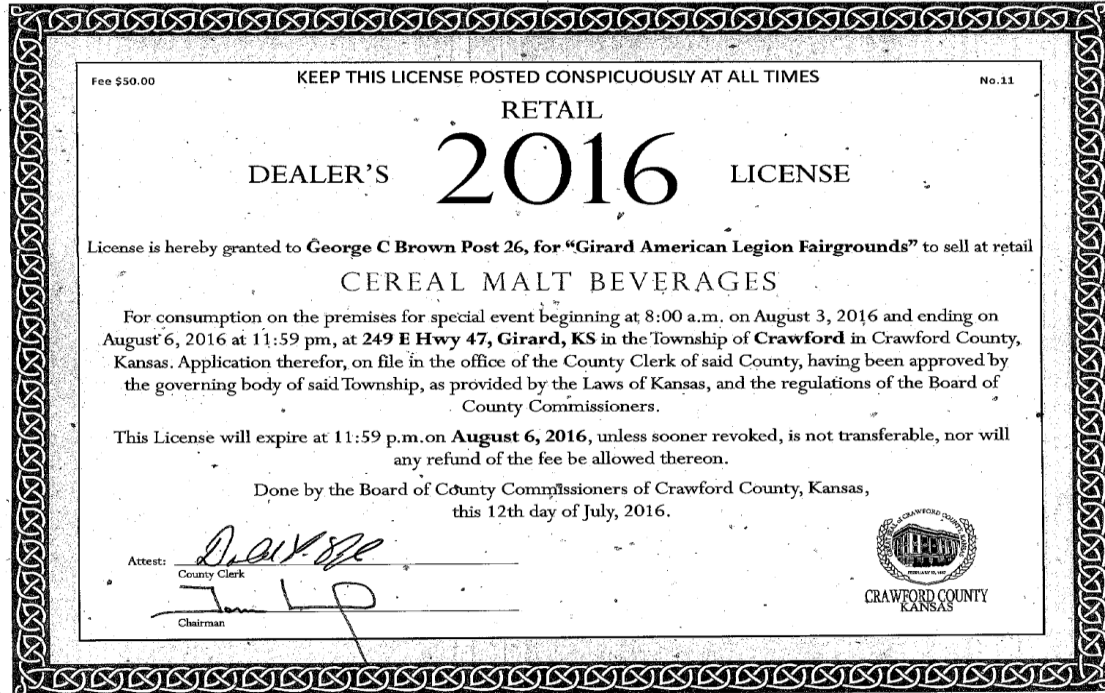
The motion prevailed.

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

Item One: County Clerk Don Pyle presenting an application for a 2016 Cereal Malt Beverage License for George C Brown Post 26 for “Girard American Legion Stand Fairgrounds” to allow them to sell cereal malt beverages for consumption on the premises for a special event (Crawford County Fair) during the dates beginning at 8:00 AM on August 3, 2016 and ending at 11:59 PM on August 6, 2016. Mr. Pyle stated that notices

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have been sent to the Sheriff, Zoning Administrator, County Attorney and the Township Clerk and that they had been given 10 days to respond and that no responses had been received. The Commissioners discussed Special Event permits and the reasoning as to why the American Legion is required to be issued a license under a Special Event.



On motion (16-236) of Commissioner Moody and the second of Commissioner Wood to make it known that the matter of issuing a license to the applicant(s) listed below was discussed and considered by the Board, and there being no objection filed as provided by law and the Board knowing of no reason why a license should not be issued, the board hereby issues a license to "sell at retail", cereal malt beverages in broken case lots from the place of business as shown in the application as designated and described on the application as herein before set out, and that the County Clerk be hereby authorized and directed to execute the proper license which shall be signed by the Chairman of the Board of County Commissioners and the County Clerk of Crawford County, Kansas.

APPLICANT: George C Brown Post 26 "Girard American Legion Stand Fairgrounds"

PREMISES: 249 E 47 Hwy, Girard, KS

DATE: Beginning at 8:00 AM on August 3, 2016 and ending at 11:59 PM on August 6, 2016.

(For consumption on the premises)

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

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Item Two: Mr. Don Pyle presenting a refund check on Work Comp premiums for 2014-2015 from EMC Insurance due to their audit. There was a discussion on the premiums for Work Comp and the number of cases for the years 2014 and 2015. Mr. Pyle will work on compiling this information for the Commissioners. The Commissioners agreed to put this refund into the General Fund.

Item Three: Mr. Jim Emerson, County Counselor presenting Kansas Housing Resource Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$3,773.16. Mr. Emerson stated that this is the last quarter for the 2015/2016 year and this will wrap up the grant.

KANSAS HOUSING RESOURCE CORPORATION EMERGENCY SOLUTIONS GRANT (ESG) RECIPIENT REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT		
<small>RECIPIENT ORGANIZATION (CITY, COUNTY)</small> SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY		
<small>CONTRACT NUMBER</small> ESG - FFY2015	<small>DATE REQUEST SUBMITTED</small> July 8, 2016	<small>CASH OUTLAYS FOR MONTH(S) OF</small> April, May, June, 2015
PART A. BUDGET CATEGORY	COMMENTS	
A. ADMINISTRATION	\$595.00	
B. STREET OUTREACH	\$0.00	
C. EMERGENCY SHELTER	\$252.16	
D. HMIS	\$2,926.00	
E. HOMELESS PREVENTION	\$0.00	
F. RAPID RE-HOUSING	\$0.00	
F. SUB-TOTAL ESG FUNDS REQUESTED	\$3,773.16	
G. LOCAL MATCH OUTLAYS	\$0.00	
H. TOTAL PROJECT OUTLAYS	\$3,773.16	

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RECIPIENT ORGANIZATION (CITY/COUNTY) SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY							CONTRACT NUMBER ESG - FFY2015		
PART B. FINANCIAL STATUS REPORT									
REPORT AS OF 7/8/2016					CONTRACT PERIOD BEGINNING: July 01, 2015 to June 30, 2016				
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									
B. APPROVED BUDGET ADJUSTMENTS	\$595.00		\$17,000.00	\$5,000.00			\$22,595.00	\$22,000.00	\$44,595.00
C. ADJUSTED PROJECT BUDGET	\$595.00		\$17,000.00	\$5,000.00			\$22,595.00	\$22,000.00	\$44,595.00
D. CUMULATIVE CASH OUTLAYS (Line "F" from Previous report; -0- if first report)	\$0.00	\$0.00	\$16,773.16	\$2,774.00	\$0.00	\$0.00	\$19,547.16	\$22,000.00	\$41,547.16
E. CURRENT REIMBURSEMENT REQUEST (from totals on pg 3)	\$595.00	\$0.00	\$2,773.16	\$2,226.84	\$0.00	\$0.00	\$5,595.00	\$0.00	\$5,595.00
F. CUMULATIVE CASH OUTLAYS (Line "D" plus line "E")	\$595.00	\$0.00	\$17,000.00	\$5,000.00	\$0.00	\$0.00	\$22,595.00	\$22,000.00	\$44,595.00
G. UNLIQUIDATED OBLIGATIONS (A. Total Project Budget less F. Cash Outlays)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H. TOTAL CASH OUTLAYS & UNLIQUIDATED OBLIGATIONS (Lines "F" + "G")	\$595.00	\$0.00	\$17,000.00	\$5,000.00	\$0.00	\$0.00	\$22,595.00	\$22,000.00	\$44,595.00

RECIPIENT ORGANIZATION (CITY/COUNTY) SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY		CONTRACT NUMBER ESG - FFY2015	
PART C. CERTIFICATION STATEMENT		PART D. FOR KANSAS HOUSING RESOURCES CORPORATION ONLY	
<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
		OTHER (NOTE REASONS FOR VARIANCES AND/OR OTHER INFORMATION REGARDING PAYMENT)	
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL			
TYPED OR PRINTED NAME			
TYPED OR PRINTED TITLE			
DATE			
PREPARED BY			
PREPARER'S SIGNATURE			
TYPED OR PRINTED NAME Rebecca Brubaker Susan Perry			
TYPED OR PRINTED TITLE Executive Director Fiscal Consultant			
TELEPHONE NUMBER 620-231-8692			

On motion (16-237) of Commissioner Moody and the second of Commissioner Wood to approve the Kansas Housing Resource Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$3,773.16 and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Board of Crawford County Commissioners

Item Four: Mr. Wood stated that he will be meeting with the General Manager from Kansas Crossing on the 19th of July for an update on the progress of the casino.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Don Pyle, County Clerk, presenting the first draft of the Crawford County Budget for 2017 for the Commissioners review. The Commissioners thanked Mr. Pyle for working on this.

First Draft 7/12/16

State of Kansas
County

2017

NOTICE OF BUDGET HEARING

The governing body of
Crawford County
will meet on at at Crawford County Courthouse in Girard, Kansas for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Crawford County Clerk's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Est. Tax Rate*
General	8,273,639	15.600	8,525,232	17.411	9,310,963	4,881,756	19.947
Debt Service	294,437		80,000		29,922		
Road & Bridge	4,158,768	12.446	4,036,500	11.929	4,480,579	2,787,747	11.391
Health	1,003,661	1.972	1,044,500	2.039	1,295,549	817,371	3.340
Fair	11,206	0.043	10,500	0.033	11,206	9,354	0.038
Fairgrounds Maintenance	5,696	0.022	5,500	0.017	5,696	4,723	0.019
4-H Fair Awards	9,940	0.035	9,940	0.036	9,940	8,445	0.035
Historical & Museum	23,280	0.088	55,639	0.221	55,639	45,924	0.188
Soil Conservation	33,912	0.126	33,912	0.118	33,912	29,094	0.119
Ambulance	1,381,332	1.976	1,470,000	1.063	1,779,465	369,989	1.512
Mental Health	558,000	2.053	558,000	1.979	565,000	484,075	1.978
Intellectual Disabilities	137,817	0.497	137,817	0.494	137,817	116,766	0.477
Elderly Program	146,702	0.543	147,211	0.512	147,211	124,057	0.507
Employee Benefits	3,679,345	13.381	3,780,000	13.732	3,900,000	3,406,437	13.919
Special Alcohol Funds	18,900		18,900		18,900		
Special Parks & Recreat	8,451		8,451		8,451		
Tourism & Convention	345,643		350,000		367,500		
Register of Deeds Techn	32,841		45,000		45,000		
Risk Management	4,217,790		4,000,000		4,250,000		
Consolidated 911 Funds	221,749		250,000		250,000		
Treasurer's Technology	1,000		7,000		7,000		
Clerk's Technology Fund			7,000		7,000		
Non-Budgeted Funds-A	650,667						
Non-Budgeted Funds-B	169,818						
Totals	25,384,594	48.782	24,581,102	49.584	26,716,750	13,085,738	53.470
Less: Transfers	294,437		80,000		29,922		
Net Expenditure	25,090,157		24,501,102		26,686,828		
Total Tax Levied	11,496,433		11,840,549		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	232,293,324		238,795,472		244,739,940		

Outstanding Indebtedness,	2014	2015	2016
January 1,			
G.O. Bonds	2,904,000	2,641,134	2,641,134
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	1,744,697	2,129,833	0
Total	4,648,697	4,770,967	2,641,134

*Tax rates are expressed in mills

Don Pyle
Clerk

Page No.

Board of Crawford County Commissioners

Item Two: Mr. Murphy addressed the creation of a land bank in the County. He stated that he presented the wrong form last week for the Chairman's signature and has a new form which needs to be signed to request information on creating a land bank. The Commissioners discussed forming a land bank and Mr. Wood expressed some concerns.

Request to the Public Health Law Center for Technical Assistance

As Chair of the Crawford County Board of Commissioners, I am authorized to and hereby request technical assistance from the Public Health Law Center, for the benefit of all members and any committees of Crawford County Board of Commissioners. Specifically, we request that the Public Health Law Center provide resources, recommendations, opinions, expert guidance, testimony, and any other information with respect to the creation of a land bank in Crawford County. This request includes any and all meetings through March 31, 2017.

Signature of Chair/Official

Date

On motion (16-238) of Commissioner Wood and the second of Commissioner Murphy to approve the Request to the Public Health Law Center for Technical Assistance and authorize the Chairman to sign.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Three: Mr. Wood addressed paying for the new tractor and booms. The Commissioners discussed obtaining a lease purchase for both tractors, paying for both tractors outright or obtaining a lease purchase on one and paying for the other. Mr. Murphy stated he favors lease purchasing at least one so there is still cash if something else happens to need replaced or repaired. The Commissioners asked Mr. Emerson to check on a lease purchase for 1 tractor for both a 1 year period and a 2 year period.

EXECUTIVE SESSION

Item One: Mr. Moody requested an executive session for a period of not more than 20 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and County Appraiser Ryan Varsolona.

On motion (16-239) of Commissioner Wood and the second of Commissioner Moody to recess this open session and go into a closed executive session for a period of not more

Board of Crawford County Commissioners

than 20 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and County Appraiser Ryan Varsolona.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 11:12 AM and reconvened the Open Session at 11:32 AM with no action taken except to go back into open session.

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

Item One: July 15, 2016 – 8:00 AM & 8:30 AM Interviews for Emergency Management Director.

Item Two: July 15, 2016 – 9:00 AM Work Session with Rick Pfeiffer on Youth Services 2017 Budget Request and **9:30 AM** Work Session with Randy Sandberg on EMS 2017 Budget Request.

ANNOUNCEMENTS:

Item One: July 13, 2016 – 11:00 AM to 1:00 PM Westar Luncheon at the Frontenac Senior Center, 113 N Crawford, Frontenac. All three Commissioners may be in attendance.

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Wood and the second of Commissioner Moody to adjourn the [July 12, 2016](#) meeting of the Board of Crawford County Commissioners at 11:34 [AM](#) and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Wood and Murphy

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.

Board of Crawford County Commissioners

Don Pyle
County Clerk



This submission completed at the Crawford County Courthouse in Girard.
Taken by [BKW 7/12/16 11:34 AM](#)