

Board of Crawford County Commissioners

Commissioners' Journal

2017, **EIGHTY-THIRD** MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS **Friday, November 3, 2017, 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 Carl Wood served as the presiding officer.

Commissioners Tom Moody and Jeff Murphy were in attendance.

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

Chairman Wood led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (17-365) of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the **October 31, 2017** minutes of the Board of County Commissioners, and
2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

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

Motion 17	364	That the consent agenda be approved including: Approval of the October 27, 2017 minutes
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UNDER THE HEADING NEW BUSINESS

**PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS
MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH
MESSAGES FROM OTHER GOVERNMENTAL ENTITIES
MESSAGES FROM APPOINTED OFFICIALS**

Board of Crawford County Commissioners

Item One: Mr. Troy Graham, Zoning Administrator, presenting a Motion of Recommendation to approve a conditional use for the proposed establishment of a new greenhouse, single wide mobile home placement and produce sales area to be known as “Prairie Garden Produce” with the condition that the updated site plans to be provided to the Zoning Office showing the water meter/lines along with the sewer lines. Mr. Graham stated that this has been approved by the Crawford County Zoning and Planning Board. Mr. Graham explained that the use of the mobile home will be an office only and the Widmars are aware that the mobile home cannot be used for living quarters. He explained what would take place if the mobile home would be converted to living quarters. He stated that there was no opposition to this conditional use. Mr. Graham showed a sketch of the property and the plans for the buildings and the parking area. Mr. Roy Widmar stated that he along with his son Aaron Widmar are owners of “Prairie Garden Produce”. He addressed the Commissioner and stated that for agriculture purposes they must meet federal guidelines (GAP certification) and this is why this process for the conditional use is necessary. He explained the GAP Certification to the Commissioners and stated that the certification is by crop. Mr. Widmar answered all the questions the Commissioners had in reference to his crops and business. Mr. Moody was answered that this year they worked with the FFA in Girard and hired those members to help and learn at the same time. Mr. Widmar stated that he has met with Live Well Crawford County Director Brad Stroud. Mr. Widmar discussed a program through the local supermarkets. Mr. Graham stated that the Crawford County Planning and Zoning Board made the Motion of Recommendation with the condition that an updated site plan be provided to the Zoning Office showing the water meter/lines along with the sewer lines and that these conditions have already been met by the applicants. Mr. Wood stated that he would like Aaron Widmar to contact and speak with Mr. Chris Mengarelli who is the new director of the C-Tech.

Board of Crawford County Commissioners

MOTION OF RECOMMENDATION

RE: Prairie Garden Produce
Greenhouse, Single Wide Placement & Produce Sales Area

A motion was made by Kathy Flora and seconded by David Robinson to send a recommendation of approval to the Crawford County Board of Commissioners for the proposed establishment of a new greenhouse, single wide placement and produce sales area to be known as "Prairie Garden Produce" with the following condition(s) to be met:

1. Updated site plans to be provided to the Zoning Office showing the water meter/lines along with the sewer lines.

Motion stood approved with a vote of:

6 Ayes

0 Nays

0 Abstaining

2 Absent

Ayes; Bonnie Houk, Kathy Flora, Bob Gilmore, Dee Hough, David Robinson, Rusty Akins

Absent; Gary Edwards and Dexter Niesler

Attest:

Bob Gilmore, Chairman 2017

On motion (17-366) of Commissioner Moody and the second of Commissioner Wood to approve the Motion of Recommendation to approve a conditional use for the proposed establishment of a new greenhouse, single wide placement and produce sales area to be known as "Prairie Garden Produce" with the condition that the mobile home be used as an office only and not be used as living quarters as recommended by the Crawford County Planning and Zoning Board.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioner discussed the status of the High Tunnel at the C-Tech. The Commissioners would like Mr. Stroud to give a report on the grant monies for the High Tunnel and Commissioner Murphy will take care of this.

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

Board of Crawford County Commissioners

Item One: Mr. Pyle presented an Agreement for Purchase of Services between Labette Community College and Crawford County.



Labette
Community College

Where It's All About You!

200 South Fourteenth Street, Parsons, KS 67357 • Telephone (620) 421-6700 • www.labette.edu

October 30, 2017

Ms. Charli Stroud
Crawford County
111 E. Forest Av., P.O. Box 249
Girard KS 66743

Dear Ms. Stroud:

Enclosed please find the Agreement for Purchase of Services (C.T.E. contract) covering the period from November 2017 through October 2018.

Please have the Agreement signed by the appropriate individual and return it in the enclosed envelope. When we receive it, it will be signed by our president and a copy returned to you for your records.

If you have questions, please contact me.

Sincerely,

Carol Rabig, Instructional Assistant
Workforce Education/Career Training/Personal Enrichment
620.820.1273
carolr@labette.edu

Board of Crawford County Commissioners

AGREEMENT FOR PURCHASE OF SERVICES

This AGREEMENT, made and entered into the 2nd day of November 2017, by and between LABETTE COMMUNITY COLLEGE, hereinafter called "College," and, Crawford County, hereinafter called "Provider."

WHEREAS, the Kansas Community College Task Force has charged the Kansas Community College system with the following mission, among others:

- * To provide customized educational training programs to assist qualified employers to train their employees in job related skills;
- * To provide courses, associate degree programs, certificates, and other vocational/technical training to prepare students to update their job skills, to advance in their jobs, to retrain in new job fields or recreation/personal growth opportunities to allow employees to remain productive in a competitive environment.

WHEREAS, The Kansas Board of Regents has set policy on the provision of education and training to providers.

WHEREAS, the College desires to utilize the services of the Provider in providing both specialized and general education to students of the college.

WHEREAS, the Provider desires to provide the services to the College and to provide the College the benefit of its unique skills, knowledge, facilities, and equipment toward carrying out the educational mission of the College and thereby improving the educational opportunities of its employees.

NOW, THEREFORE, the College and the Provider agree as follows:

- I. Services to be provided. Services provided to the College by the Provider shall include but not be limited to the following:
 - a. Classroom facilities. Crawford County will serve as a training site for educational programs or classes conducted by the College. The Provider will maintain complete authority and control over classroom facilities at Crawford County facility. The furnishing of the aforesaid facilities shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College. Employees shall be subject to the scheduling and control of the Provider in keeping with the rules and regulations of the College.
 - b. Equipment usage. The Provider will make available to the College access to and use of equipment necessary to conduct specialized training in the operation, use or maintenance of such equipment.
 - c. Faculty. The Provider will offer, when appropriate, qualified faculty members who will be under a College instructional contract for the programs. The faculty will be responsible to the college for the instruction, control and supervision of the students consistent with the rules and regulations of the College.
 - d. Consulting. The Provider will provide consulting services to the college based upon unique skills of its officers, employees or agents. Such consultation may relate to course curriculum, personal educational needs of employees or other areas as deemed appropriate by the College.

Board of Crawford County Commissioners

- e. Supplies. The Provider will make available to the College supplies or course material deemed appropriate by the College and the Provider.
 - f. General. The Provider will offer such other services as may be agreed upon from time to time.
- II. Scholarships. The College agrees to provide scholarships, including normal fees, to employees of the Provider based on a request for the training and verification of employment by the employer; verification must be received within the first two weeks of the semester in which the employee is attending the College. The employee will pay material, lab and other equipment usage fees incurred through enrollment in training.
- III. Students. It is understood that the Provider may from time to time enroll individuals designated by the Provider in classes offered by the College.
- IV. Offering of Courses. The determination of courses to be offered and the determination of the number of students required to offer a course shall remain at the sole discretion of the College in consultation with the Provider. The Provider reserves the right to restrict the types of courses covered by this agreement. If the Provider restricts the courses, an attachment will be added to this document.
- V. Termination or Modification of Agreement. This agreement is for a period of one (1) year and is renewable. The agreement may be terminated by either party at the conclusion of any semester by providing the other party with written notice sixty (60) days prior to the beginning of the next semester.

LABETTE COMMUNITY COLLEGE

CRAWFORD COUNTY

BY _____

BY Carl R. Wood

Dr. Mark Watkins, President

On motion (17-367) of Commissioner Moody and the second of Commissioner Wood to approve the Agreement for Purchase of Services between Labette Community College and Crawford County and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: Mr. Pyle stated he has 4 companies interested in bidding on the property, casualty and work comp insurance and he said that the Commissioners set the deadline to receive bids on November 30, 2017. Mr. Pyle said that the companies that are bidding would like to submit their bids in person on December 1, 2017 which is a Tuesday and a Commissioner Meeting day. The Commissioners decided that the deadline to turn in bids for the County's property, casualty and work comp insurance be changed to Tuesday, December 1, 2017 at 10:00 AM and will the Commissioners will open the bids in the Commission Meeting that day.

MESSAGES FROM THE PUBLIC

Item One: The Commissioners held a conference call with IMA.

Board of Crawford County Commissioners

NEW BUSINESS continued

Item Three: Mr. Jim Emerson stated that Ms. Angie Hadley contacted him and stated that the Juvenile Justice Authority was awarded reinvestment funds in the amount of \$66,262.00 and he presented an Agreement of Conditions of Grant for the Juvenile Justice Reinvestment and Regional Collaboration Grants that he received from Ms. Angie Hadley that needs to be approved by the Commissioners and signed by the Chairman.

714 S.W. Jackson St., Suite 300
Topeka, KS 66603



Phone: (785) 296-3317
Fax: (785) 296-0014
kdocpub@ks.gov
www.doc.ks.gov

Joe Norwood, Secretary

Sam Brownback, Governor

October 23, 2017

Carl R. Wood
Crawford County Commission Chairperson

Angie Hadley
The Restorative Justice Authority

Dear Commissioner Wood and Ms. Hadley:

This letter is notification of awarding for reinvestment funds through the Kansas Department of Corrections. We are pleased to award you funds in the amount of \$66,262.00 for the services outlined in the attached 2017 Reinvestment Grant application.

This award amount will be issued in three separate payments through June 30th, 2018. The first payment will be issued upon return of the signed grant conditions. The following two payments will be issued on the same cycle as the state block grants. As a reminder, the grant RFP allows your district an optional 90-day planning period, beginning from the date of award. Therefore, this planning period starts today. If an extension of the planning period is needed, please contact Megan Milner (megan.milner@ks.gov) in writing to make this request. Additionally, any questions or concerns regarding the operation or administration of the grant funds or services should be directed to Megan Milner at the above email address or at (785) 368-7400.

Included with this letter are the Reinvestment Grant Conditions. Please review the conditions, sign, and return to Megan Milner at the above email address. Funds will be released upon return of the grant conditions.

Thank you for submitting your grant application. I look forward to hearing more about the work being done in your district to reinvest in juvenile offenders and families.

Sincerely,

Joe Norwood
Secretary of Kansas Department of Corrections

cc: Randy Bowman, Deputy Secretary of Juvenile Services, KDOC
Megan Milner, Director of Community Based Services, KDOC
Janelle Amon, Business Manager, KDOC

Attachments: 11th Judicial District Crawford County Grant Proposal
Reinvestment Grant Conditions

Board of Crawford County Commissioners

AGREEMENT CONDITIONS OF GRANT

Juvenile Justice Reinvestment and Regional Collaboration Grants

A grant is hereby awarded, commencing on the 24th day of October 2017, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the Crawford County Board of County Commissioners, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2018. Acceptance of reinvestment grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S reinvestment grant application.
- B. Allocate expenditures only for activities, events, or conferences that occur within the grant award period.
- E. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC-JS Financial Rules, Guidelines and Reporting Instructions, <http://www.doc.ks.gov/publications/juvenile/financial-rules>
- F. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the reinvestment grant funds.
- G. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- J. Expend KDOC-JS funds in accordance with GRANTEE'S Reinvestment Grant or Regional Collaboration Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- K. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- L. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- M. Follow all applicable state and federal laws related to confidentiality of information regarding juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- N. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- O. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- P. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- Q. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- R. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.

JUVENILE SERVICES REINVESTMENT GRANT CONDITIONS

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Board of Crawford County Commissioners

- S. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a) (15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- T. Provide services to applicable juvenile offenders residing or adjudicated in GRANTEE's Judicial District. GRANTEE may serve juvenile offenders residing or adjudicated outside of their Judicial District if it is part of the Regional Collaboration Grant.
- U. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- V. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- W. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- X. Attend all applicable training sponsored by KDOC-JS.
- Y. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

II. JUVENILE SERVICES AGREES TO:

- A. Provide oversight necessary to support the Juvenile Justice Reform Act and the Reinvestment and Regional Collaboration Grants.
- B. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- C. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.

JUVENILE SERVICES REINVESTMENT GRANT CONDITIONS

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(Revised 10/17)

Board of Crawford County Commissioners

- H. Conduct audits and reviews of GRANTEE to determine their level of compliance with the KDOC-JS Financial Rules and Guidelines and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- I. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

APPROVED BY: Chairperson, Board of County Commissioners

Name: Carl R Wood
(Please Print First Name, MI, and Last Name)

Signature: Carl R Wood Date: 11-3-17

APPROVED BY: Kansas Department of Corrections, Juvenile Services

Name: Joe Norwood, Secretary

Signature: _____ Date: _____

On motion (17-368) of Commissioner Moody and the second of Commissioner Murphy to approve an Agreement of Conditions of Grant for the Juvenile Justice Reinvestment and Regional Collaboration Grants and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Four: Mr. Wood discussed the status of the Centennial Bridge project and the liquidated damages the contractor has been in since August.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Pyle wanted to make sure the Commissioners were aware of the Economic Lifelines meeting on November 13, 2017. He stated that in the morning before the luncheon and meeting there will be tours of local roads. Mr. Emerson stated that one of the tours will be at the intersection at 69 Highway and 640th Street in Arma. Mr. Wood stated that he does not plan on attending. Mr. Emerson said that he plans on going to the meeting but not the tours and Mr. Murphy said he will probably attend the meeting and not the tours also. Mr. Moody stated he would like to know what time they are touring the intersection in Arma and Mr. Pyle will check with Mr. Benson to see if there is an approximate time for this.

Board of Crawford County Commissioners

2017 ECONOMIC LIFELINES TRANSPORTATION TOUR & TOWNHALL MEETING

You're invited to join Economic Lifelines on **November 13** to discuss transportation issues that are important to your region. We appreciate your interest in working toward public policy solutions which move our entire state forward.

10:00am: Tour American Concrete Co., Inc. (504 N. Smelter; Pittsburg)

10:30am - 12:30pm: Road Conditions Tour

12:30 - 1:30pm: Lunch provided by Dr. Scott's Office

1:30 - 3pm: Transportation Townhall

3:00 - 3:30pm: Bus returns to American Concrete Co., Inc. in Pittsburg, KS

The bus will depart the American Concrete Co., Inc. (504 N Smelter, Pittsburg, KS) immediately following the plant tour. Please wear closed-toe shoes for the tour. Business casual attire is appropriate for the rest of day. The road conditions tour will include first-hand looks at road projects, bridges, and pavement conditions in the area. Lunch and townhall meeting will take place at Pittsburg State University. Legislators attending the townhall will not be expected to address the audience. To RSVP, please contact Tara Mays by e-mail at tara@economiclifelines.com or by phone or text at 785-969-9270.



Get the latest information about transportation issues in Kansas at www.economiclifelines.com or by following:



@econlifelinesks



@economiclifelines

EXECUTIVE SESSION UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: November 13, 2017 – 9:00 AM Canvassing of the ballots from the 2017 City/School General Election with the Regular Session commencing immediately after the canvass.

Board of Crawford County Commissioners

Item Two: November 13, 2017 – Mr. Kenny Blair, CFS Engineers addressing the Off-System Bridge Program.

Item Three: November 17, 2017 – Mr. Rick Pfeiffer, Executive Director and Ms. Heather Spaur, Director of Personnel and Marketing, Crawford County Mental Health presenting Mental Health Advocacy Award.

ANNOUNCEMENTS:

Item One: November 7, 2017 – 2017 City/School General Election Day.

Item Two: November 10, 2017 – The Courthouse will be closed in observance of Veteran’s Day and the Regular Session of the Board of County Commissioners is cancelled.

Item Three: November 14, 2017 – The Regular Session of the Board of County Commissioners is cancelled.

Item Four: November 14, 15 & 16 – All three Commissioners will be attending the KAC Conference in Overland Park, Kansas.

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Moody and the second of Commissioner Wood to adjourn the [November 3, 2017](#) meeting of the Board of Crawford County Commissioners at 12:24 PM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners.

Don Pyle

County Clerk

◇

This submission completed at the Crawford County Courthouse in Girard.

[Taken BKW 11/03/17 12:24 PM/amended BKW 11/6/17 2:00 PM](#)