

# Board of Crawford County Commissioners

## Commissioners' Journal

2014, [NINETY-FIRST MEETING](#)

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS [Tuesday, December 23, 2014, 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 Bob Kmiec served as the presiding officer.

Commissioners Tom Moody and Carl Wood were in attendance.

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

Chairman Kmiec led the pledge of allegiance.

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

**On motion (14-315)** of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the [December 19, 2014](#) minutes of the Board of Commissioners.

Yeas: Commissioners Moody, Kmiec 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 14	311	That the consent agenda be approved including: Approval of the December 16, 2014 minutes
Motion 14	312	To adopt Resolution #2014-033, a Resolution Prohibiting the Operation of Trucks and Commercial Vehicles on Portions of 260 <sup>th</sup> Street, Crawford County, Kansas
Motion 14	313	To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and County Appraiser Mike Montgomery
Motion 14	314	To recess this open session and go into a closed 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 Mike Montgomery

# Board of Crawford County Commissioners

## UNDER THE HEADING NEW BUSINESS

### NEW BUSINESS FOR CRAWFORD COUNTY BOARD OF HEALTH

**Item One:** Ms. Janis Goedeke presenting a 1422 Grant from the Kansas Dept. of Health and Environment. Ms. Goedeke discussed that this grant will require the Health Dept. to work with other local agencies to achieve its goals of preventing obesity, diabetes, heart disease and stroke in Crawford County. It was discussed that this grant is in the amount of \$240,000 for 2015 and it has the potential of being renewed for 3 additional years thereafter. It was discussed that the Health Dept. would probably need to hire one person to manage this program but that most of the work will go through local organizations and agencies that are already in place. Ms. Goedeke stated that the state will send out another corrected contract for signature but that she is seeking approval of the grant today.

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
CONTRACT  
FOR THE  
PLANNING AND IMPLEMENTATION OF THE 1422 GRANT IN CRAWFORD COUNTY**

**1. Parties to Contract –**

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. Crawford County Health Department, 410 E. Atkinson, Suite A, Pittsburg, KS 66762 [CCHD]

**The Parties agree to the following terms and conditions:**

1. The purpose of this Contract is to support KDHE's implementation of the CDC 1422 grant that will address population-wide and priority population approaches to prevent obesity, diabetes, and heart disease and stroke and reduce health disparities in these areas among adults. The Crawford County Health Department is both capable and desirous of providing the services desired by KDHE.
2. The period of this Contract shall be upon fully signed and executed contract and continuing until September 29, 2015.
3. Duties of the CCHD –
  - 3.1. Develop an itemized budget based on the final grant award provided by KDHE. Local budgets must be based on eligible project costs as outlined in KDHE's 1422 Community Guidance document (Appendix D).
  - 3.2. Assign responsibilities to existing staff or hire new staff to coordinate the day to day operations of the 1422 local project and to serve as a liaison to KDHE.
  - 3.3. Convene a 1422 local implementation team to guide implementation of 1422 activities. Members of the local implementation team will represent a variety of community sectors as outlined in KDHE's 1422 Community Guidance document (Appendix D).
  - 3.4. Attend the formal 1422 launch meeting in Wichita during the month of January, 2015. A list of community members who should attend this meeting is provided in KDHE's 1422 Community Guidance document (Appendix D).
  - 3.5. Convene a series of local stakeholder meetings following the 1422 launch meeting to finalize the local work plan using the provided work plan template. Staff from the Wichita State University Center for Community Support and Research will facilitate the local stakeholder meetings. The final work plan must address each of the 15 strategies under the two 1422 grant components and be loaded into KDHE's online program management system. A complete list of the 1422 grant strategies, a copy of the work plan template and a description of KDHE's online program management system are provided in KDHE's 1422 Community Guidance document (Appendix D).
  - 3.6. Attend all required conference calls, webinars and in-person trainings and meetings associated with planning and implementing the 1422 grant. A detailed description of the planned meetings and trainings is provided in KDHE's 1422 Community Guidance document (Appendix D).

# Board of Crawford County Commissioners

- 3.7. Develop local working teams and/or subcontract with local and state entities as needed to assure completion of activities for each of the 15 strategies under the two 1422 grant components.
- 3.8. Respond to 1422 inquiries from local partners, KDHE and KDHE contractors in a timely manner.
- 3.9. Assist in the development of local 1422 success stories.
- 3.10. Complete all required reporting as directed by KDHE.
4. Duties of KDHE –
  - 4.1. Provide oversight for all aspects of the federal 1422 grant.
  - 4.2. Coordinate and oversee a team of KDHE content experts and state contractors to provide training and technical support for local 1422 planning and implementation efforts.
  - 4.3. Provide timely guidance, technical support and feedback on all 1422 related work products and inquiries.
  - 4.4. Make initial payment of \$60,000 upon receipt of a signed contract. Subsequent payments based upon receipt of an affidavit of expenditure and according to the attached payment schedule (Appendix C).
5. Compensation –
  - 5.1. KDHE will make an initial payment of \$60,000 upon receipt of a signed contract. Subsequent payments will be paid based upon a timely submission and KDHE approval of an affidavit of expenditure and according to the attached payment schedule (Appendix C).
6. Miscellaneous Terms and Conditions –
  - 6.1. This Contract is contingent upon the availability of state or federal funds and may be terminated by thirty (30) day advance written notice by either party.
  - 6.2. The Contract amount shall not exceed \$240,000.
  - 6.3. Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Debarment Certification), Appendix C, (payment schedule) and Appendix D, (KDHE 1422 Community Guidance) are hereby incorporated in this Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.
  - 6.4. Amendments. This Contract may be extended or amended as necessary if such extension and/or amendment is in writing and executed by the Parties with the same formalities as this Contract.
  - 6.5. 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, the CCHD will be paid for those fees earned and costs incurred prior to the date of termination. KDHE shall receive all materials and products produced 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 Local Board of Health Commission**

By:

By:

\_\_\_\_\_  
Susan Mosier, M.D.  
Interim Secretary

\_\_\_\_\_  
Bob Kmiec  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Board of Crawford County Commissioners

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.

# Board of Crawford County Commissioners

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 the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 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.

# Board of Crawford County Commissioners

## Appendix C

Grant funds will be available to the grantee based upon receipt of an affidavit of expenditure and released according to the following payment schedule.

Affidavit & Payment Dates and Amounts	
Due Date	Amount
Upon receipt of signed contract	\$60,000.00
On or before April 1, 2015	Based on affidavit of expenditure submitted
On or before July 1, 2015	Based on affidavit of expenditure submitted
November 2, 2015	Final affidavit of expenditure due
<b>Total Grant Award</b>	<b>\$240,000.00</b>

**On motion (14-316)** of Commissioner Moody and the second of Commissioner Wood to approve the Contract between the Kansas Department of Health and Environment and Crawford County for the planning and implementation of the 1422 Grant in Crawford County.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

### **PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS**

**Item One:** Public Hearing on the 2014 Crawford County Amended budget. Chairman Kmiec opened the hearing for public comment and there was none.

**On motion (14-317)** of Commissioner Moody and the second of Commissioner Wood to Close the Public Hearing on the 2014 Crawford County Amended Budget.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

# Board of Crawford County Commissioners

State of Kansas  
Amendment

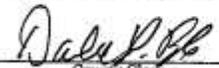
2014

## Amended Certificate For Calendar Year 2014

To the Clerk of Crawford, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**Crawford County**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:			2014 Amended Budget		
			Amount of 2013 Tax that was Levied	Adopted 2014 Expenditures	Proposed Amended 2014 Expenditures
Fund	K.S.A.	Page No.			
Road & Bridge	79-1946		2,168,110	3,483,470	3,738,833
Employee Benefits	12-16, 102		3,024,219	3,412,065	3,466,065
Tourism & Convention				200,000	348,000
Totals		XXXXXXXXXX	5,192,329	7,095,535	7,552,898
Summary of Amendments		0			

Attested date: 12/23/2014

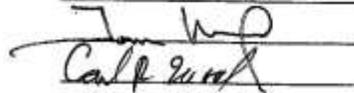
  
\_\_\_\_\_  
County Clerk

Assisted by: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
Governing Body

# Board of Crawford County Commissioners

State of Kansas  
Amendment

Crawford County

2014

Adopted Budget

Road & Bridge	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	147,112	213,451
Receipts:		
Ad Valorem Tax	2,168,110	2,070,849
Delinquent Tax	62,000	82,962
Motor Vehicle Tax	310,619	322,565
Recreational Vehicle Tax	2,384	2,347
16/20M Vehicle Tax	10,224	10,093
Special City & County Highway	875,000	936,375
Dust Control	9,000	10,859
Scrap Metal	4,800	6,358
Oil	750	525
Culvert	3,000	6,722
Other	2,500	12
Sprayer	1,000	880
Transfer From Equipment Reserve		75,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>3,449,387</b>	<b>3,525,547</b>
<b>Resources Available:</b>	<b>3,596,499</b>	<b>3,738,998</b>
Expenditures:		
Road & Bridge	3,079,107	3,264,470
Special Bridge	340,830	340,830
Noxious Weed	63,533	63,533
Operating Reserve		70,000
Total Est Budget \$3,338,521(YTD) + \$280,000(Dec)		
<b>Total Expenditures</b>	<b>3,483,470</b>	<b>3,738,833</b>
Unencumbered Cash Balance December 31	113,029	165

# Board of Crawford County Commissioners

State of Kansas  
Amendment

Crawford County

2014

Adopted Budget

Tourism & Convention	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	161,516	203,864
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Transient Guest Tax	200,000	332,735
Interest on Idle Funds		
<b>Total Receipts</b>	<b>200,000</b>	<b>332,735</b>
<b>Resources Available:</b>	<b>361,516</b>	<b>536,599</b>
Expenditures:		
Operating Expenses	185,000	348,000
Supplies	15,000	
<b>Total Expenditures</b>	<b>200,000</b>	<b>348,000</b>
Unencumbered Cash Balance December 31	161,516	188,599

# Board of Crawford County Commissioners

State of Kansas  
Amendment

2014

**Notice of Budget Hearing for Amending the  
2014 Budget**  
The governing body of  
**Crawford County**  
will meet on the day of \_\_\_\_\_ at \_\_\_\_\_ at Crawford County Courthouse for the  
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Office of the Crawford County Clerk  
and will be available at this hearing.

## Summary of Amendments

Fund	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Road & Bridge	9.347	2,168,110	3,483,470	3,738,833
Employee Benefits	13.038	3,024,219	3,412,065	3,466,065
Tourism & Convention			200,000	348,000
			0	0
			0	0
			0	0

Donald Pyle  
Official Title: Crawford County Clerk

**On motion (14-318)** of Commissioner Moody and the second of Commissioner Wood to approve the 2014 Crawford County Amended Budget as published.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

## MESSAGES FROM THE PUBLIC

## MESSAGES FROM ELECTED OFFICIALS

**Item One:** Mr. Dan Peak, Crawford County Sheriff, regarding some 911 issues that are being worked on currently. Mr. Peak stated that there is an option to purchase additional interface systems that will facilitate the communication between EMS and Fire Depts. and the new CAD, Computerized Aided Dispatch, system. Mr. Joey Adams, EMS Director, discussed the ability of this system to allow all emergency personnel to communicate directly with the dispatchers in real time and to eventually make the EMS billing process much easier and more accurate. It was discussed that this system will integrate with the system used by the City of Pittsburg. There was a discussion of some of the problems with cell phone coverage in the county and with the connections between the AT&T and Craw-Kan phone systems. Mr. Peak gave the Commissioners copies of the Additional Software License Agreement which included the amounts that would need to be paid for all the different software interfaces that would be purchased. It was discussed that this total amount of \$89,300 would be paid for through the 911 Funds that are received from the state for charges that are billed to all telephone customers.

# Board of Crawford County Commissioners



Document #: CRAW-14A2A

December 19, 2014

## ADDITIONAL SOFTWARE LICENSE AGREEMENT (Add on to Pittsburg, KS Servers/Agreement)

Sheriff Dan Peak  
Crawford County  
225 N. Enterprise  
Girard, KS 66743

Dear Sheriff Peak:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits AA, A, B, C and Appendix I) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement with the City of Pittsburg, KS are incorporated and will apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

### ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION  
(New World)

By: \_\_\_\_\_  
Larry D. Leinweber, President

Date: \_\_\_\_\_

CRAWFORD COUNTY, KS  
(Customer)

By: Carl Kmiec Chairman  
Authorized Signature Title

By: Jan Wood  
Authorized Signature Title

Date: 12-23-14  
Carl R Wood

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 31, 2014.

**On motion (14-319)** of Commissioner Wood and the second of Commissioner Moody to approve the Additional Software License Agreement and the Purchase of the Computer Aided Software System from New World Systems in the amount of \$89,300.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**MESSAGES FROM APPOINTED OFFICIALS**  
**EXECUTIVE SESSION**

## Board of Crawford County Commissioners

**Item One:** Commissioner Wood requesting an Executive Session to discuss personnel issues that involve non-elected personnel.

**On motion (14-320)** 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 than 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson, Pittsburg Chamber of Commerce Executive Director Blake Benson and Members of the Convention and Visitor's Bureau Board of Directors.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

The Commissioners went into Executive Session at 11:11 [AM](#) and reconvened the Open Session at 11:26 [AM](#) with no action taken except to go back into open session.

### MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

**Item One:** Mr. Blake Benson, Pittsburg Area Chamber of Commerce Executive Director, presenting 2015 CVB contract with Pittsburg Area Chamber of Commerce. Mr. Benson stated that the Chamber hopes to be the host for the CVB over the next several years and that this contract covers the cost of Mr. Harris, a full time assistant, and half of the receptionist cost that is shared with the Chamber as well as office space, supplies and other items necessary to complete the work of the Convention and Visitors Bureau. The services that are provided by the CVB were discussed.

# Board of Crawford County Commissioners

## CONTRACT FOR SERVICES

THIS Contract for Services, made and entered into as of the 1st day of January, 2015, by and among CRAWFORD COUNTY, KANSAS (hereinafter referred to as the "County"), the CRAWFORD COUNTY CONVENTION AND VISITORS BUREAU, (hereinafter referred to as the "CVB"), and THE PITTSBURG AREA CHAMBER OF COMMERCE (hereinafter referred to as the "Chamber").

WHEREAS, the County has, through its Board of County Commissioners, adopted Resolution No. 86-5 pursuant to K.S.A. §§ 12-1696 to -16,101 and Charter Resolution Nos. 8-90 and 12-93 levying a Transient Guest Tax in Crawford County and organizing the CVB, and various motions from time to time appointing the Advisory Board of the CVB;

WHEREAS, the proceeds derived from said Transient Guest Tax are to be used for the promotion, solicitation, encouragement and development of tourism and conventions in and for Crawford County, Kansas, and the local economy benefits greatly from such coordinated efforts;

WHEREAS, the County has established the CVB and appointed its Advisory Board to oversee and make recommendations with respect to such efforts;

WHEREAS, the parties have since the inception of the CVB contracted among themselves for the operation of a Convention and Visitors Bureau and the implementation of convention and tourism programs in Crawford County;

WHEREAS, the Board of County Commissioners of Crawford County and the Advisory Board of the CVB deem it advisable and proper to contract with the Chamber to utilize its services and facilities for said purposes; and

WHEREAS, the parties desire to enter into and effectuate this Contract setting forth the purpose, direction, responsibilities of each of the parties, and other pertinent matters with respect to the operation of the CVB.

# Board of Crawford County Commissioners

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Implementation. The County and the CVB do hereby engage and retain the Chamber to assist generally in the implementation of convention and tourism programs in Crawford County and to provide those specific services set forth herein, and the Chamber does hereby accept such engagement and agree to discharge its duties in accordance with the terms and conditions of this Contract.

2. Duties of the CVB Advisory Board (CVB Board). The CVB Board shall be responsible for the establishment, implementation and monitoring of long range and short range goals for the CVB. The CVB Board shall prepare and publish a program of work containing its goals and the priorities for each upcoming year, with the assistance of the Chamber, and account to the County, at least annually and as often as requested by the Board of County Commissioners, for its receipts and disbursements. The CVB Board shall prepare the portion of the budget relating to the annual program of work and submit the total budget, which shall include the Chamber's Contract for Services, to the County for approval on or before December 31<sup>st</sup>.

The CVB Board shall make recommendations to the County and the Chamber with respect to the following:

- (a) Goals and objectives for the Convention and Visitors Bureau for each program year;
- (b) Annual budgets for the Convention and Visitors Bureau;
- (c) Program efficiency and effectiveness; and
- (d) Growth and development of businesses and services related to visitors, conventions and tourism generally.

3. Duties of the Chamber. The Chamber agrees to render the following services:

- (a) Provide office space and furniture for the operations of the CVB;
- (b) Stock and provide necessary office supplies and equipment;

## Board of Crawford County Commissioners

dues, mileage for use of personal vehicles and other travel expenses, local and long distance telephone service including toll free "1-800 number" base charges (but not itemized long distance "1-800" usage charges), postage for day-to-day use (but not for special direct mail promotions and projects), office supplies and equipment, photocopies, insurance and related miscellaneous expenses. In addition, the Chamber agrees during the term of this Contract, as the Chamber's annual contribution to the promotion of conventions and tourism in the Crawford County area and at no additional charge to the County or to the CVB, to provide rent, maintenance, utilities, parking, computer equipment and the use thereof separate from and in addition to the use of computer equipment owned by the County or the CVB, post office box, subscriptions, additional staff assistance and other miscellaneous items. These funds shall be in addition to other funds received by the County, the CVB, the Chamber, or the Chamber Foundation for specific projects or promotions, which funds shall be used solely for such projects or promotions. Said annual contract fee shall be payable quarterly in advance on the 15th day of the first month of each calendar quarter, based on a projected annual fee of \$116,000.00. Any and all amounts due to the Chamber from the County under this Contract shall be payable solely from funds budgeted and appropriated for that purpose during the County's then current budget year or from funds made available from lawfully operated revenue producing sources, including in this instance funds generated by the Transient Guest Tax.

7. Review. In addition to the annual review of CVB staff performance by the Chamber President pursuant to paragraph 3(d) above, the County, the CVB and the Chamber contemplate that the following information will be gathered by the staff employed by the Chamber to carry out the program contemplated hereunder at the direction of the CVB and will be used to monitor the impact and effectiveness of the CVB during the term of this Contract. This information will be reported quarterly to the Board of County Commissioners:

- (a) Requests for information and materials about Crawford County and the tourist attractions located therein;
- (b) Meetings/Conventions/Events held during each quarter;
- (c) Upcoming Meetings/Conventions/Events for the next

# Board of Crawford County Commissioners

- quarter;
- (d) Review of recruitment contacts for meetings, conventions and other events; and
- (e) Other additional information as the CVB may deem appropriate with respect to the effectiveness of its program.

8. Independent Contractor. The parties contemplate that the Chamber will be an independent contractor with respect to the services provided to the County and the CVB hereunder. The staff employed by the Chamber to carry out the program contemplated hereunder shall be and remain employees of the Chamber and the Chamber shall be solely responsible for providing any necessary worker's compensation insurance, liability insurance, payroll taxes and related expenses, and for all other items incidental to the employment of said person(s). As such employees, the CVB staff shall be subject to and be expected to abide by the office policies and procedures of the Chamber and shall report to and be supervised by the President of the Chamber and its Board of Directors.

9. County/CVB Equipment: The parties understand and acknowledge that the following equipment has been purchased with CVB funds and shall upon the termination of this Contract be and remain the property of the County:

<u>Description</u>	<u>Model #</u>	<u>Serial #</u>
IBM Personal Wheel Typewriter	6781	11-0062631
Skyline Displays 8' Mirage Portable Display	N/A	
Dell Dimension 3000 Computer	CB-OWC-292-42940-562-004L	
Nobilis Notebook Laptop Computer	N5020	TGBWX-RM2VT-CYMWR-Y2XHV-VJTQM

Any additional specialized equipment purchased by the CVB with the Advisory Board's approval during the term of this Contract shall upon the termination of this Contract be and remain the property of the County; provided, however, that during the term of this Contract the Chamber shall keep such equipment adequately insured.

10. Nondiscrimination. The parties hereto do comply and agree to comply with

## Board of Crawford County Commissioners

the Crawford County Equal Employment Opportunity Policy as follows:

It is the policy of Crawford County, Kansas that no person shall be denied employment by the County or any agency or department thereof, be excluded from participation in any program of the County or any agency or department thereof, be denied the benefit of any service provided by the County or any agency or department thereof, or be otherwise subjected to discrimination by the County or any agency or department thereof on the basis of race, creed, color, religion, age, sex, physical handicap unrelated to the person's ability to engage in the work, national origin, or ancestry, and the services of the CVB shall be available to all persons regardless of race, creed, color, religion, age, sex, physical handicap unrelated to the person's ability to engage in the activity, national origin, or ancestry, or membership in the Chamber.

11. Severability. The separate provisions of this Contract shall be severable and the invalidity of any one provision of this Contract shall not be deemed to invalidate the balance of this Contract.

12. Law Governing. This Contract is entered into under the laws of the State of Kansas and shall be governed, construed and interpreted in accordance with the laws of that State.

13. Binding Effect. This Contract shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, representatives, successors and assigns.

14. Entire Agreement. This Contract constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations and discussions pertaining thereto. This Contract may be executed in any number of copies, each of which shall be deemed an original of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services as of the date first written above.

# Board of Crawford County Commissioners

County:

THE BOARD OF COUNTY COMMISSIONERS  
OF CRAWFORD COUNTY, KANSAS

By: \_\_\_\_\_  
Tom Moody, Chairman

ATTEST:

\_\_\_\_\_  
Don Pyle, County Clerk

Chamber:

PITTSBURG AREA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Blake Benson, President

ATTEST:

\_\_\_\_\_  
Betty Harrison, Secretary

CVB:

CRAWFORD COUNTY CONVENTION AND  
VISITORS BUREAU, INC.

By: \_\_\_\_\_  
LaWana Esch, President

ATTEST:

\_\_\_\_\_  
Sherri Stephens, Vice President

**On motion (14-321)** of Commissioner Moody and the second of Commissioner Wood to approve the Contract For Services between Crawford County, Kansas, and the Pittsburg Area of Chamber for the Operation of the Crawford County Convention and Visitors Bureau in the amount of \$116,000 and Authorize the Chairman to Sign.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Two:** Mr. B.J. Harris, Director of the Crawford County Convention and Visitor's Bureau, regarding the 2015 Budget for the CVB. Mr. Harris discussed the budget projections for 2014 and mentioned that the 2015 is slightly lower since Crawford County will not be hosting the Baja Event in 2015. Mr. Harris distributed a copy of the proposed budget for 2015 as well as some data on visitor spending in Crawford County in 2014. The commissioners were answered that the Multi-Purpose Event Facility at PSU will not be completed until April or May of 2015 and that they already have booked 2 NCAA Division II Indoor Track and Field Championships and that they are having a site visit from a group in conjunction with bids for hosting the Junior College Indoor Track and Field Championships in 2017 to 2019.



# Board of Crawford County Commissioners

## *2014 Crawford County CVB Economic Impact*

### **Visitor Spending in Crawford County**

<b>Lodging</b>	\$7.3M
<b>Food</b>	\$13.3M
<b>Retail</b>	\$7.7M
<b>Recreation</b>	\$4.8M
<b>Transportation</b>	\$15M
<b>Total Visitor Spending</b>	\$48M
<b>Employment</b>	758 Jobs
<b>Wages</b>	\$15M

Source: Tourism Economics a subsidiary of Oxford Economics

\* Numbers based on 2013 data

**On motion (14-322)** of Commissioner Wood and the second of Commissioner Moody to approve the 2015 Convention and Visitors Bureau Budget as presented.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

### **PROCLAMATIONS AND ORDERS OF THE BOARD NEW BUSINESS:**

**Item One:** County Clerk Don Pyle presenting applications for 2015 Cereal Malt Beverage Licenses for George C Brown Post 26 “Girard American Legion” and W. Esposito Enterprises, LLC for “Weeges 1 Stop” to allow them to sell cereal malt

## **Board of Crawford County Commissioners**

beverages. Mr. Pyle stated that “Girard American Legion” is for consumption on the premises and “Weeges 1 Stop” is for sale in original and unopened containers and not for consumption on the premises. Mr. Pyle stated that notices 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.

# Board of Crawford County Commissioners

Place on  
City/County  
**100150**

## CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGE

(This form has been prepared by the Attorney General's Office)

City or  County of CRAWFORD

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name of Corporation <u>GEORGE C BROWN POST 26</u>		Principal Place of Business <u>144 E 47 HWY</u>	
Corporation Street Address <u>144 E 47 Hwy</u>		Corporation City <u>GIRARD</u>	State <u>KS</u> Zip Code <u>66743</u>
Date of Incorporation <u>12-11-48</u>		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>BOB HALLACY</u>		Phone No. <u>620-724-9285</u>	
Residence Street Address <u>132 S 170 ST</u>		City <u>GIRARD</u>	State <u>KS</u> Zip Code <u>66743</u>

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (if different from business address)	
DBA Name <u>AMERICAN LEGION Post 26</u>		Name <u>GEORGE C BROWN Post 26</u>	
Business Location Address <u>144 E HWY 47</u>		Address <u>P.O. BOX 231</u>	
City <u>GIRARD</u> State <u>KS</u> Zip <u>66743</u>		City <u>GIRARD</u> State <u>KS</u> Zip <u>66743</u>	
Business Phone No. <u>620-724-9285</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s)			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
<small>(List each person on the Enclosure, Postcard, Zipper with first 6220 if necessary)</small>			
Name <u>WARREN STRAKEL</u>		Position <u>COMMANDER</u>	Date of Birth
Residence Street Address <u>407 W CEDAR</u>		City <u>GIRARD</u>	State <u>KS</u> Zip Code <u>66743</u>
Spouse Name		Position	Date of Birth
Residence Street Address		City	State Zip Code
Name <u>BOB HALLACY</u>		Position <u>FINANCE OFFICER</u>	Date of Birth
Residence Street Address <u>132 SOUTH 170th ST</u>		City <u>GIRARD</u>	State <u>KS</u> Zip Code <u>66743</u>
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code
Name <u>JEAN BUEK</u>		Position <u>ADJUTANT</u>	Date of Birth
Residence Street Address <u>181 W 680 AVE</u>		City <u>FARLINGTON</u>	State <u>KS</u> Zip Code <u>66744</u>
Spouse Name		Position	Age
Residence Street Address		City	State Zip Code

# Board of Crawford County Commissioners

SECTION 5 - MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 - DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *X Maria J. Stuebel* DATE 12-9-14

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>100.00</u> Date <u>12-9-14</u>	(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>12-9-14</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

# Board of Crawford County Commissioners

Fee \$100.00      KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES      No. 6

RETAIL  
DEALER'S      **2015**      LICENSE

License is hereby granted to **George C Brown Post 26, for "Girard American Legion"** to sell at retail  
**CEREAL MALT BEVERAGES**

For consumption on the premises, at **144 E Hwy 47, Girard, KS** in the Township of **Crawford** in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on **December 31, 2015**, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this 23rd day of December, 2014.

Attest:   
County Clerk

  
Chairman



CRAWFORD COUNTY  
KANSAS

# Board of Crawford County Commissioners

Place on  
City/County  
**100141**

## CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Crawford

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises, <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-263929534 F-01</u>			
Name of Corporation <u>W. Espinoza Enterprises, LLC</u>		Principal Place of Business	
Corporation Street Address		Corporation City	State      Zip Code
Date of Incorporation		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name		Phone No.	
Residence Street Address <u>30226 S. Hickory Lane</u>		City <u>Cockson</u>	State <u>OK</u> Zip Code <u>74437</u>

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Wheeler 1 Stop</u>		Name	
Business Location Address <u>434 N. Hwy 69</u>		Address	
City <u>Arma</u> State <u>Ks</u> Zip <u>66716</u>		City      State      Zip	
Business Phone No. <u>620-347-4774</u>		<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <u>Wend. Espinoza W</u>			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
(List each person and their ownership in separate rows. Attach additional pages if necessary.)			
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code

## Board of Crawford County Commissioners

SECTION 5 - MANAGER OR AGENT INFORMATION		
My place of business or special event will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Desi Dehne</i>	Phone No. <i>620-404-8760</i>	Date of Birth <i>7-6-63</i>
Residence Street Address <i>402 N. Cherokee</i>	City <i>Fronteers</i>	Zip Code <i>66763</i>
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 - DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Desi Dehne* DATE *12-9-14*

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u><i>50.00</i></u> Date <u><i>12-10-14</i></u>	(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date <u><i>12-10-14</i></u>	
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____ By: _____
<input type="checkbox"/> Special Event Permit Approved	Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

**On motion (14-323)** 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.

# Board of Crawford County Commissioners

## 2015 Cereal Malt Beverage Licenses

**APPLICANT:** George C Brown Post 26 “Girard American Legion”

**PREMISES:** 144 E 47 Hwy, Girard, KS

(For consumption on the premises)

**APPLICANT:** W. Esposito Enterprises, LLC for “Weeges 1 Stop”

**PREMISES:** 401 N 69 Hwy, Arma, KS

(For sale in original and unopened containers and not for consumption on the premises)

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

### UNDER THE HEADING OLD BUSINESS

#### EXECUTIVE SESSION

**Item One:** Commissioner Wood requesting an Executive Session to discuss personnel issues that involve non-elected personnel.

**On motion (14-324)** of Commissioner Wood and the second of Commissioner Kmiec 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, Commercial Appraiser Ryan Varsolona and County Appraiser Mike Montgomery.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

The Commissioners went into Executive Session at 11:50 [AM](#) and reconvened the Open Session at 12:05 [AM](#) with no action taken except to go back into open session.

### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

#### FUTURE BUSINESS:

#### ANNOUNCEMENTS:

**Item One: December 24, 25 & 26, 2014** – The Courthouse and other county offices will close at 2:00 pm on December 24, 2014 and all day on December 25 & 26, 2014 in observance of the Christmas Holiday. The Commission Meeting on December 26, 2014 is cancelled.

## Board of Crawford County Commissioners

**Item Two: December 31, 2014** – The Crawford County Courthouse will close for the Annual Cash Audit at 10:00 AM, the Register of Deeds Office will be open until 10:00 AM but no documents will be recorded due to computer updates and the Motor Vehicle Offices will be closed all day.

**Item Three: January 1, 2015** – The Crawford County Courthouse and all County Offices will be closed for New Year's Day.

### 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 [December 23, 2014](#) meeting of the Board of Crawford County Commissioners at [12:06 AM](#) and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Kmiec 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 by DPP 12/23/14 at 12:06 AM, Amended by DPP 12/23/14 at 4:38 PM/amended BKW 12/29/2014 3:27:59 PM