

# Board of Crawford County Commissioners

## Commissioners' Journal

2016, SEVENTY-SIXTH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS Tuesday, October 11, 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 (16-367)** of Commissioner Wood and the second of Commissioner Moody that the consent agenda be approved including:

1. Approval of the **October 7, 2016** minutes of the Board of County Commissioners.

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 16 | 362 | That the consent agenda be approved including: Approval of the October 4, 2016 minutes   |
| Motion 16 | 363 | To authorize the County Counselor to proceed with foreclosures on properties that are delinquent on property taxes for 2013 and forward  |
| Motion 16 | 364 | To adopt Resolution #2016-026, a resolution Exempting Crawford County, Kansas from using General Accepted Accounting Principles (GAAP) in the Preparation of its Financial Statements and Reports  |
| Motion 16 | 365 | 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 and County Counselor Jim Emerson |

## Board of Crawford County Commissioners

|           |     |  |
|-----------|-----|--|
| Motion 16 | 366 | To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson |
|-----------|-----|--|

### UNDER THE HEADING NEW BUSINESS

#### PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH MESSAGES FROM THE PUBLIC

**Item One:** Ms. Teri McMahon from Lumeneering Innovation addressed the Commissioners in reference to saving money on lighting costs. She explained how her company installs LED lighting in buildings and how it is paid for in a Shared Savings Program with no money down or upfront costs. She stated that the Shared Savings Program is a 5 year program with interest costs added. Ms. McMahon went over in detail how LED lighting works and the electrical savings using the lighting. She also explained in detail the Shared Savings Program and at the end of the 5 year program the lighting system is turned over to the business for \$1.00. Mr. Wood suggested getting a quote on savings on 1 County owned building before making any decisions. Mr. Sean Hall from B & R Electric addressed the Commissioners and gave his advice on the LED lighting. He also explained that by using Lumeneering Innovation there is no out of pocket expense and that all costs are rolled into the shared savings plan including the cost of the contractor installing the lights. Mr. Moody would like to check into the references Ms. McMahon has for Lumeneering Innovation. Ms. McMahon also suggested that the Commissioners view Lumeneering Innovation's website as she stated there is a lot of information about the company on the web site. The Commissioners decided to have Ms. McMahon quote the Courthouse lighting, interior and exterior and bring it back at a later date. The Commissioners also suggested she work with Robert Gorentz.



Teri McMahon  
Lumeneering Innovations, LLC  
888-509-9778 ext.110  
Mobile: 305-250-8858  
[tmcmahon@lumeneeringinnovations.com](mailto:tmcmahon@lumeneeringinnovations.com)

# Board of Crawford County Commissioners



## The Benefits of LED Lighting

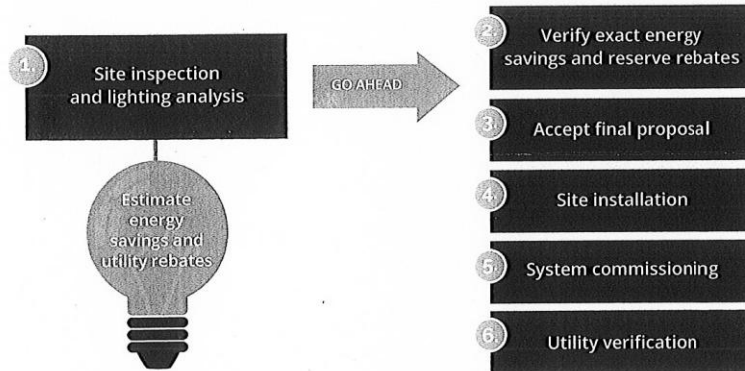
- 50% - 70% energy savings
- No lighting maintenance expense for 5 years
- 8-10 times longer bulb life
- Superior light quality with natural-looking colors
- Less heat output reduces A/C costs
- Instant full brightness every time



## Better for the Environment

- Lower energy consumption
- Long life reduces the strain on landfills
- No mercury - no hazard waste issues
- No UV emissions

## Steps for Your Lighting System Upgrade



For a limited time,

***Get paid to save!***

Ask about our Shared Savings Plan

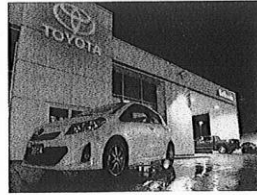
- ZERO Upfront Costs
- Keep any rebates
- Your savings pay for the LED upgrade!

***It's a Bright Idea!***

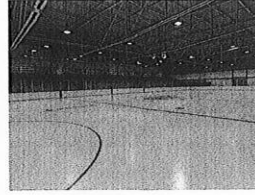
## Client Successes



Commercial Interior



Retail Exterior



Sports Arenas



Industrial / Warehouse

Learn more at [www.lumeneeringinnovations.com](http://www.lumeneeringinnovations.com) or contact Teri McMahon at 305-250-8858

## Board of Crawford County Commissioners



**A Bright Idea - Get Paid to Save!**  
**Introducing the Shared Savings Plan**  
**100% Risk-Free Financing Available For Limited Time**

*No upfront investment, plus a cash rebate is yours to keep!*

Upgrade your lighting system today with **no upfront investment** and pay for it monthly from the savings on your electric bill. Plus, you keep the utility program rebate check! This plan enables you to start making money on your lighting system immediately - get paid to save!

***The Shared Savings Plan:***

1. With no upfront costs, Lumeneering Innovations will design and install a state-of-the-art LED lighting system in your facility. The package includes:
  - a custom lighting design to optimize functionality, aesthetics, and energy conservation
  - a 5 year complete warranty (material *and* labor)
  - installation utilizing your desired contractors or our certified contractors
2. Any applicable rebates from your electric utility are yours to keep
3. Energy savings per month are shared 70/30 with Lumeneering Innovations for a period of 60 months
4. At the end of the term, the ownership of the lighting system is transferred to you for \$ 1.00

***Next Steps:***

1. Authorize a free quote to determine your energy savings and applicable rebates
2. Confirm lighting design and authorize lighting upgrade
3. Endorse the 60-month agreement to initiate deployment of your new lighting system upgrade

***This is a Limited Time Offer***

To learn more, contact Teri McMahon at 305-250-8858 and visit [www.lumeneeringinnovations.com](http://www.lumeneeringinnovations.com)

**Item Two:** Mr. Chris Borher from Wood Doluhery Insurance readdressed the Commission in reference to bidding out the property, casualty and liability insurance for the County and asked the Commissioners if they were considering bidding out this insurance. The Commissioners stated that they have not had to time to consider it yet. Mr. Borher answered the Commissioners that he can bid out the whole package including work comp. He stated that there is no cost involved is the bidding process. Mr. Moody stated they will think about it and give him an answer next Friday.

# Board of Crawford County Commissioners

## MESSAGES FROM ELECTED OFFICIALS

**Item One:** Mr. Joe Grisolano, County Treasurer, addressed the Commissioners in reference to Senate Bill 280. Mr. Grisolano stated that this bill is 19 pages long and includes a lot of information. He stated that included in the bill it states that if a vendor the County works with owes delinquent real or personal property taxes, the County can withhold the vendor's payment and put that payment towards their delinquent taxes. Mr. Grisolano explained how CIC can generate reports with delinquent taxes and how to match those with vendor payments. The Commissioners agreed to allow Mr. Grisolano to proceed with this.

## MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

**Item One:** Mr. Jason VanBecelaere, Emergency Management Director in reference to the bid on the Dodge truck. Mr. Moody asked that Molle Automotive and Pittsburg Ford have an opportunity to bid but felt that it is really going to be hard to beat the state price. Mr. Murphy stated that he feels the county does not need 2 Emergency Management vehicles. The Commissioners asked Mr. Emerson if the County is allowed to sell the Suburban that Eldon Bedene is currently driving, after he retires. Mr. Emerson stated that he will need to check further into this. Mr. Moody addressed the Emergency Management budget and if the budget can afford the lease purchase on the new truck. Jason will get with Molle Automotive and Pittsburg Ford and bring that back to the Commissioners on Friday.

**Item Two:** Mr. VanBecelaere requested a Crawford County credit card with a \$2,500 credit limit. Mr. Wood stated that when Mr. Bedene retires the County can cancel his card.

**On motion (16-368)** of Commissioner Wood and the second of Commissioner Moody to approve a county credit card through Girard National Bank with a credit limit of \$2,500 for Emergency Management Director Jason VanBecelaere.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

## MESSAGES FROM APPOINTED OFFICIALS PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS

**Item One:** Mr. Pyle presenting the Consulting Agreement between Gallagher Benefit Services, Inc and Crawford County, Kansas. He stated that Mr. Emerson has reviewed it also and Mr. Emerson stated that the agreement is backdated to be effective September 1, 2016, since the county has continued with their services since that date.

# Board of Crawford County Commissioners

## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Crawford County, Kansas (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

### **1. Engagement**

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

### **2. Term and Termination**

The Effective Date of this Agreement is September 1, 2016. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

### **3. Services**

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

### **4. Compensation**

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of \$10,500 per year, which amount will be billed in equal installments of \$875 and paid on a monthly basis.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.

### **5. Performance and Scope**

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended

# Board of Crawford County Commissioners

("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under ERISA; and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

# Board of Crawford County Commissioners

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

## 6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

## 7. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.



# Board of Crawford County Commissioners

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

## 8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: Crawford County, Kansas  
Attention: Jim Emerson  
111 E Forest  
Girard, KS 66743

If to Gallagher: Gallagher Benefit Services, Inc.  
Attention: Scott Cowley  
2345 Grand Blvd., Suite 400  
Kansas City, MO 64108

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

## 9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Kansas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.


(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

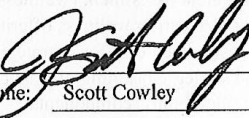
# Board of Crawford County Commissioners

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

## CRAWFORD COUNTY, KANSAS

By:   
Name: Tom Moody  
Title: Commissioner Chairman  
Date: 10/11/2016

## GALLAGHER BENEFIT SERVICES, INC.

By:   
Name: Scott Cowley  
Title: Area President  
Date: 10/6/16

Gallagher Consulting Agreement  
05052014

Page 5 of 7

# Board of Crawford County Commissioners

## EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

### CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

#### Wellness Program

- Onsite visit, tour, and meeting
- Analysis of all reports, data, and records
- Review all existing data and claims from carrier, pharmacy, and any other sources
- Conduct new data gathering activities as needed; choices include focus groups, wellness interest survey, or leadership survey
- Conduct environment assessment (wellness related)
- Thoroughly analyze carrier wellness offerings, costs, and potential for Client
- Creation of a customized case for a strategic wellness plan
- Discussion and strategic planning of final choices:
  - Major intervention components
  - Resources available and metrics for tracking potential savings
  - Benefits plan design and incentive strategy
  - Engagement strategies and incentive design to motivate participants
- Delivery of final plan to HR, executives, and consultant

#### Renewal Negotiations

Gallagher will interact with the current administrator prior to renewal. Specifically, Gallagher will:

- Negotiate performance guarantees
- Review performance against these set standards throughout the year.
- Perform a plan design analysis in order to provide the most cost effective set of benefits
- Benchmark various phases of the benefits program (e.g. Deductible, Out of Pocket limits, Contribution Strategy, etc.)
- Provide comparable alternatives (Compare the renewal to marketplace alternatives)
- Negotiate and finalize the renewal

#### Ongoing Financial Management

Gallagher will:

- Consistently monitor the administrator's claims management results
- Evaluate current costs and projected future expenditures
- Review utilization rates, disease management effectiveness, network performance and catastrophic case management
- Work with carrier on estimating incurred but not reported (IBNR) claims, if applicable
- Prepare a year-end forecast, including projected claims and fixed costs
- Periodically updating the original forecast and comparing it to the original plan, as experience accumulates. If the results differ from the original forecast, Gallagher will determine the cause of the variation and analyze the likelihood of it continuing.
- Consistently monitor the results of the health management/wellness program.

# Board of Crawford County Commissioners

## EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

| Line of Coverage    | Insurance Company                | Effective Date | Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup> | Direct Fees <sup>3</sup> |
|---------------------|----------------------------------|----------------|--|--------------------------|
| Consulting Services | N/A - Gallagher Benefit Services | 09/01/2016     | N/A  | \$10,500/year            |

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**.
- **Gallagher's** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and Gallagher<sup>5</sup>. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/compensation](http://www.ajg.com/compensation). In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

<sup>1</sup> Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

<sup>2</sup> Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

<sup>3</sup> Direct Fees include compensation to Gallagher paid for directly by the plan sponsor.

<sup>4</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

<sup>5</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

**On motion (16-369) of Commissioner Wood and the second of Commissioner Moody to approve the Consulting Agreement between Gallagher Benefit Services, Inc. and Crawford County, Kansas for 1 year starting September 1, 2016 and authorize the Chairman to sign.**

**Yeas: Commissioners Moody, Murphy and Wood**

**Nays:**

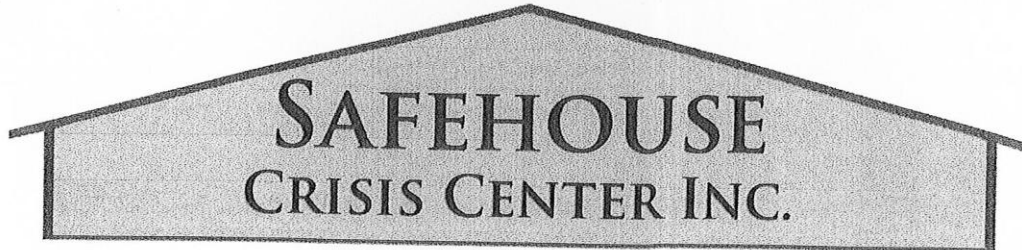
**Present but not voting:**

**Absent or not voting:**

**The motion prevailed.**

## Board of Crawford County Commissioners

**Item Two:** Mr. Jim Emerson County Counselor presenting Kansas Housing Resources Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$5,927.00. Mr. Emerson stated that this is for the 1<sup>st</sup> Quarter draw down for the new 2016 Fiscal year from July 1 to June 30 and this is done 4 times a year.



Jim Emerson  
County Counselor  
Crawford County  
P.O. Box 249  
Girard, KS 66743-0249

October 5, 2016

Dear Mr. Emerson:

Please find enclosed the ESG Financial Status Report for the months of July, through September, 2016, for the signature of the Chair of the County Commissioners.

Please forward the FSR to James Chiselom at Kansas Housing Resources Corporation. Please be aware that this must be accompanied by a letter from the County with an Invoice on Letterhead, or a Cover Letter on Letter-Head, that contains the following:

- 1) The Grant number of the funds being requested.
- 2) The date of the request.
- 3) The amount being requested.
- 4) Name of the authorized person making the request.
- 5) The signature of the authorized person making the request.

Also, please note that we will be sending a backup disc for your convenience with all documents for the Grant Year. Mr. Chiselom has informed us that the only time we need the paper backup is for the First Quarter.

If you have any questions or concerns, please feel free to contact me Susan Perry, (Fiscal Consultant), or Rebecca Brubaker, Executive Director, at (620) 231-8692.

Sincerely,

Susan Perry  
Fiscal Consultant

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409 N. Walnut Pittsburg, KS 66762 Crisis Line 800-794-9148 Office 620-231-8692 Fax 620-231-8693  
1317 W 8th St Coffeyville, KS 67337 Crisis Line 888-320-7218 Office 620-251-0030 Fax 620-251-0632

A provider of shelter and advocacy services to victims of domestic violence, sexual assault, and stalking.  
[www.crisisresourcecenter.org](http://www.crisisresourcecenter.org)

# Board of Crawford County Commissioners

| KANSAS HOUSING RESOURCE CORPORATION<br>EMERGENCY SOLUTIONS GRANT (ESG)<br>RECIPIENT REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT |  |  |
|---|--|--|
| RECIPIENT ORGANIZATION (CITY, COUNTY)<br><b>SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY</b>   |  |  |
| CONTRACT NUMBER<br><b>ESG - FFY2016</b>   | DATE REQUEST SUBMITTED<br><b>October 5, 2016</b> | CASH OUTLAYS FOR MONTH(S) OF<br><b>July, August, and September, 2016</b> |
| PART A. BUDGET CATEGORY   |  | COMMENTS   |
| A. ADMINISTRATION   | \$0.00   |  |
| B. STREET OUTREACH  | \$0.00   |  |
| C. EMERGENCY SHELTER  | \$5,927.00                                       |  |
| D. HMIS   | \$0.00   |  |
| E. HOMELESS PREVENTION  | \$0.00   |  |
| F. RAPID RE-HOUSING   | \$0.00   |  |
| <b>F. SUB-TOTAL ESG FUNDS REQUESTED</b>   | <b>\$5,927.00</b>                                |  |
| G. LOCAL MATCH OUTLAYS  | \$22,000.00                                      |  |
| H. TOTAL PROJECT OUTLAYS  | \$27,927.00                                      |  |

Page 1 of 4


| RECIPIENT ORGANIZATION (CITY/COUNTY)<br><b>SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY</b> |                    |                             |                               |  |                                 |                              | CONTRACT NUMBER<br><b>ESG - FFY2016</b> |                                     |                                      |
|--|--------------------|-----------------------------|-------------------------------|--|---------------------------------|------------------------------|---|-------------------------------------|--------------------------------------|
| PART B. FINANCIAL STATUS REPORT  |                    |                             |                               |  |                                 |                              |   |                                     |                                      |
| REPORT AS OF<br><b>10/5/2016</b>   |                    |                             |                               | CONTRACT PERIOD BEGINNING:<br>July 01, 2016 to June 30, 2017 |                                 |                              |   |                                     |                                      |
| COL. (1)<br>BUDGET CATEGORY  | COL. (2)<br>ADMIN. | COL. (3)<br>Street Outreach | COL. (4)<br>Emergency Shelter | COL. (5)<br>HMIS   | COL. (6)<br>Homeless Prevention | COL. (7)<br>Rapid Re-housing | COL. (8)<br>TOTAL<br>ESG FUNDS          | COL. (9)<br>LOCAL<br>MATCHING FUNDS | COL. (10)<br>TOTAL<br>PROJECT BUDGET |
| A. TOTAL PROJECT BUDGET  |                    |                             |                               |  |                                 |                              | \$0.00                                  |                                     | \$0.00                               |
| B. APPROVED BUDGET ADJUSTMENTS   |                    |                             | \$17,973.00                   |  |                                 |                              | \$17,973.00                             | \$17,973.00                         | \$35,946.00                          |
| C. ADJUSTED PROJECT BUDGET   | \$0.00             | \$0.00                      | \$17,973.00                   | \$0.00   | \$0.00                          | \$0.00                       | \$17,973.00                             | \$17,973.00                         | \$35,946.00                          |
| D. CUMULATIVE CASH OUTLAYS (Line "F" from Previous report; -0- if first report)          | \$0.00             | \$0.00                      | \$0.00                        | \$0.00   | \$0.00                          | \$0.00                       | \$0.00                                  | \$0.00                              | \$0.00                               |
| E. CURRENT REIMBURSEMENT REQUEST (from totals on pg 3)                                   | \$0.00             | \$0.00                      | \$5,927.00                    | \$0.00   | \$0.00                          | \$0.00                       | \$5,927.00                              | \$22,000.00                         | \$27,927.00                          |
| F. CUMULATIVE CASH OUTLAYS (Line "D" plus line "E")                                      | \$0.00             | \$0.00                      | \$5,927.00                    | \$0.00   | \$0.00                          | \$0.00                       | \$5,927.00                              | \$22,000.00                         | \$27,927.00                          |
| G. UNLIQUIDATED OBLIGATIONS (A. Total Project Budget less F. Cash Outlays)               | \$0.00             | \$0.00                      | \$12,046.00                   | \$0.00   | \$0.00                          | \$0.00                       | \$12,046.00                             | (\$4,027.00)                        | \$8,019.00                           |
| H. TOTAL CASH OUTLAYS & UNLIQUIDATED OBLIGATIONS (Lines "F" + "G")                       | \$0.00             | \$0.00                      | \$17,973.00                   | \$0.00   | \$0.00                          | \$0.00                       | \$17,973.00                             | \$17,973.00                         | \$35,946.00                          |

Page 2 of 4

# Board of Crawford County Commissioners

| RECIPIENT ORGANIZATION (CITY/COUNTY)   |            | TOTAL PAGE OF ALL SUB-RECIPIENTS  |  | CONTRACT NUMBER |
|--|------------|---|--|-----------------|
| SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY  |            |   |  | ESG - FFY2016   |
| <b>DETAILED BREAKDOWN OF EXPENDITURES SUMMARY (list expenditures by categories for which reimbursement is requested)</b> |            |   |  |                 |
| <b>A. ADMINISTRATION</b>   |            | <b>D. HOMELESS PREVENTION</b>   |  |                 |
| Eligible Admin Expenses  | \$0.00     | Rental Assistance (short term)  |  | \$0.00          |
| Other  | \$0.00     | Rental Assistance (medium term)   |  | \$0.00          |
| <b>TOTAL ADMINISTRATION</b><br>(Amount should match Page 2, Line E, Col. 2)  | \$0.00     | Rental Assistance (arrears)   |  | \$0.00          |
| <b>B. STREET OUTREACH</b>  |            | <b>Housing Relocation &amp; Stabilization Services/Financial Assistance</b>                                 |  |                 |
| Engagement   | \$0.00     | Moving costs  |  | \$0.00          |
| Case management  | \$0.00     | Rental application fees   |  | \$0.00          |
| Emergency Health / Mental Health   | \$0.00     | Security deposits   |  | \$0.00          |
| Transportation   | \$0.00     | Last month's rent   |  | \$0.00          |
| Other (Specify)  | \$0.00     | Utility deposits  |  | \$0.00          |
| <b>TOTAL STREET OUTREACH</b><br>(Amount should match Page 2, Line E, Col. 3)   | \$0.00     | Utility payments  |  | \$0.00          |
| <b>C. EMERGENCY SHELTER</b>  |            | <b>Services</b>   |  |                 |
| Essential Services   |            | Housing search & placement  |  | \$0.00          |
| Case management  | \$3,096.00 | Housing stability case management   |  | \$0.00          |
| Life skills  | \$0.00     | Mediation   |  | \$0.00          |
| Child care   | \$0.00     | Legal services  |  | \$0.00          |
| Health-Mental Health/Substance Abuse   | \$0.00     | Credit repair   |  | \$0.00          |
| Education Services   | \$0.00     | <b>TOTAL HOMELESS PREVENTION</b><br>(Amount should match Page 2, Line E, Col. 6)                            |  | \$0.00          |
| Employment/Job training  | \$0.00     | <b>D. RAPID RE-HOUSING</b>  |  |                 |
| Transportation   | \$0.00     | Rental Assistance (short term)  |  | \$0.00          |
| Legal services   | \$0.00     | Rental Assistance (medium term)   |  | \$0.00          |
| Operations   |            | Rental Assistance (arrears)   |  | \$0.00          |
| Maintenance (minor or routine)   | \$0.00     | <b>Housing Relocation &amp; Stabilization Services/Financial Assistance</b>                                 |  |                 |
| Rent   | \$0.00     | Moving costs  |  | \$0.00          |
| Staff Costs  | \$0.00     | Rental application fees   |  | \$0.00          |
| Insurance  | \$0.00     | Security deposits   |  | \$0.00          |
| Utilities  | \$2,831.00 | Last month's rent   |  | \$0.00          |
| Food   | \$0.00     | Utility deposits  |  | \$0.00          |
| Hotel/motel  | \$0.00     | Utility payments  |  | \$0.00          |
| Supplies   | \$0.00     | <b>Services</b>   |  |                 |
| <b>TOTAL EMERGENCY SHELTER</b><br>(Amount should match Page 2, Line E, Col. 4)   | \$5,927.00 | Housing search & placement  |  | \$0.00          |
| <b>D. HMIS</b>   |            | Housing stability case management   |  | \$0.00          |
| Hardware/Software  | \$0.00     | Mediation   |  | \$0.00          |
| Data collection  | \$0.00     | Legal services  |  | \$0.00          |
| Data quality/Data analysis   | \$0.00     | Credit repair   |  | \$0.00          |
| Training   | \$0.00     | <b>TOTAL RAPID RE HOUSING</b><br>(Amount should match Page 2, Line E, Col. 7)                               |  | \$0.00          |
| <b>TOTAL HMIS</b><br>(Amount should match Page 2, Line E, Col. 5)  | \$0.00     | <b>TOTAL PROJECT OUTLAYS</b><br>(REQUEST FOR REIMBURSEMENT)<br>(Amount should match Page 2, Line E, Col. 8) |  | \$5,927.00      |

Page 3 of 4

| RECIPIENT ORGANIZATION (CITY/COUNTY)  |  | CONTRACT NUMBER   |   |
|---|--|---|---|
| SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY   |  | ESG - FFY2016   |   |
| <b>PART C. CERTIFICATION STATEMENT</b>  |  | <b>PART D. FOR KANSAS HOUSING RESOURCES CORPORATION ONLY</b>                  |   |
| <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 |
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL   |  | OTHER (NOTE REASONS FOR VARIANCES AND/OR OTHER INFORMATION REGARDING PAYMENT) |   |
| <br>TYPED OR PRINTED NAME<br>Tom Moody   |  |   |   |
| TYPED OR PRINTED TITLE<br>Chairman, Board of Govt Commissioners   |  |   |   |
| DATE<br>10-11-16  |  |   |   |
| <b>PREPARED BY</b><br>PREPARER'S SIGNATURE  |  |   |   |
| TYPED OR PRINTED NAME<br>Rebecca Brubaker<br>Susan Perry  |  |   |   |
| TYPED OR PRINTED TITLE<br>Executive Director<br>Fiscal Consultant   |  |   |   |
| TELEPHONE NUMBER<br>620-231-8692  |  |   |   |

Page 4 of 4

**On motion (16-370)** of Commissioner Moody and the second of Commissioner Wood to approve the Kansas Housing Resources Corporation Emergency Solutions Grant (ESG) Recipient Request for Reimbursement and Financial Status Report in the amount of \$5,927.00 and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

## Board of Crawford County Commissioners

Absent or not voting:

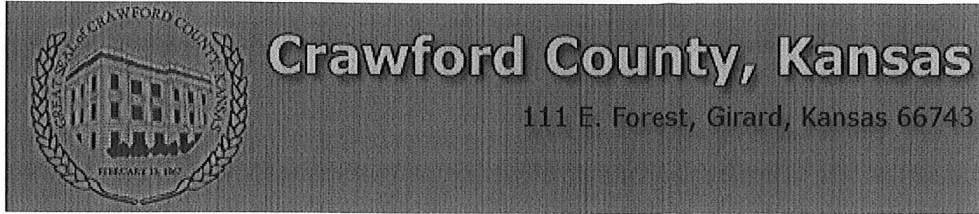
**The motion prevailed.**

**Item Three:** Mr. Murphy addressed personnel evaluations stated that they need to be started since they are due December 1. Mr. Pyle will send a reminder out to all department heads and attach the forms. The Commissioners discussed the evaluations they will be doing and decided to have one scheduling and all 3 Commissioners will complete their own evaluation during this session and the result would be an average of the 3 Commissioner's evaluations.

**Item Four:** Mr. Murphy handed out the minutes from the Economic Development Committee meeting in Girard and reviewed the minutes with the Commissioners.



# Board of Crawford County Commissioners



## Crawford County Economic Development Committee

### Meeting Minutes

September 26, 2016

#### Call to Order

The meeting was called to order at Girard National Bank by Commissioner Jeff Murphy.

#### Committee Members Present

Kenny Stotts, Paul Jones, Cherie Schenker, Jason Han, Julie Smith, Blake Benson, Robert Tersiner.

#### Girard Economic Development Efforts and Girard National Bank

Julie Smith, Chairman of the Girard Area Chamber of Commerce, discussed the current economic development and infrastructure improvement efforts in the city of Girard. The city has been focused on reinvigorating economic activity through entrepreneurs. Through the E-community loan program, entrepreneurs can apply for small low interest loans to help with down payments. Girard has also improved water towers, the intersection of 47 highway and 7 highways, the grade school, and high school. Additionally, a reconstruction of downtown sidewalks is set to begin October 3.

Brad Ulbrich, chairman of the Girard branch of Girard National Bank, discussed his company's development. Girard National Bank owns branches in 15 locations, including recently acquired University Bank in Pittsburg.

#### Update on Crawford County Tax Abatement Policy

Mr. Murphy briefed the group on the tax abatement policy being discussed by the County Commission. The Commission is considering the tax abatement schedule by reviewing other County's policies. Mr. Murphy will continue to update the committee on this issue.

#### Investigation of Crawford County Marketing Effort with Lime Light Marketing

Mr. Murphy and B.J. Harris have discussed a possible marketing effort with Brandee Johnson of Lime Light Marketing. Ideas include billboards, internet marketing, or other efforts to promote Crawford County's quality of life, jobs, and community. The effort would also help with the area's self-image. We will likely have a report for Lime Light about possibilities in the near future.

#### Future Business

Discussion of land bank efforts with Becky Gray, City of Pittsburg.

#### Next Meeting Date and Location

The next meeting is tentatively set for Monday, October 24 at 530PM. Mr. Murphy will reach out to Arma as a possible meeting location.

1

**Item Five:** Mr. Murphy stated that he received the KDOT specs on the dump trucks. He stated he went through them briefly and had not compared the KDOT specs to MODOT specs. The Commissioners decided to have Greg Hite go over the specs.

**Item Six:** Mr. Wood handed out a memo regarding reflective gear for the road and bridge department. The commissioners discussed that the jackets would be durable and safe for the Road & Bridge employees to wear during bad weather and in the winter.

# Board of Crawford County Commissioners

## MEMO

To: Road & Bridge Employees  
From: Board of County Commissioners  
Re: Reflective Clothing  
Date: October 11, 2016

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Effective immediately all Road and Bridge employees are required to wear reflective shirts or vest while on duty. This includes at the shop, inside of equipment or buildings. The only exception is for mechanics while working on equipment within the shop. Everyone must have reflective gear on while in the yard. Anyone found without reflective gear will be subject to a one (1) day suspension without pay.

**On motion (16-371)** of Commissioner Wood and the second of Commissioner Moody to approve the Memo to Road & Bridge Employees regarding the Wearing of Reflective Clothing While on Duty dated October 11, 2016.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Seven:** Mr. Wood addressed purchasing hooded sweatshirts or safety jackets for the Road and Bridge crews. The Commissioners agreed to order safety jackets.

**On motion (16-372)** of Commissioner Wood and the second of Commissioner Moody to approve the Purchase of Safety Jackets for all three road crews.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Eight:** Mr. Wood spoke about dump trucks.

**Item Nine:** Mr. Wood addressed drug testing through Occupational Health. The Commissioners discussed how the drug testing will take place and how the employees will be notified.

**UNDER THE HEADING OLD BUSINESS**

**EXECUTIVE SESSION:**

## Board of Crawford County Commissioners

**Item One:** Commissioner Wood requested an executive session for a period of not more than 15 minutes to discuss matters involving Attorney-Client privilege and to include the Board of County Commissioners and County Counselor Jim Emerson.

**On motion (16-373)** of Commissioner Moody and the second of Commissioner Murphy to recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss matters that would be deemed privileged in the attorney-client relationship and to include the Board of County Commissioners and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

The Commissioners went into Executive Session at 11:54 AM and reconvened the Open Session at 12:07 PM with no action taken except to go back into open session.

### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

#### FUTURE BUSINESS:

#### ANNOUNCEMENTS:

**Item One: October 18, 2016** – Economic Outlook meeting conducted by Wichita State University and hosted by the City of Pittsburg at Memorial Auditorium from 11:30 AM to 2:00 PM.

Mr. Murphy stated that there will be a Conference Call with a law group from Minnesota for Live Well at 1:00 PM. today in the Commission room and all are welcome to attend.

### 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 [October 11, 2016](#) meeting of the Board of Crawford County Commissioners at 12:07 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.**

# Board of Crawford County Commissioners

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**Don Pyle**  
County Clerk

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**This submission completed at the Crawford County Courthouse in Girard.**  
**[Taken BKW 10/11/16 12:07 PM/amended BKW 10/13/16 3:20 PM](#)**