

1325 K STRIET NW WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 1873

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FEC 9-21-77

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WASHINGTON, D.C 20463

October 21, 1985

Robert L. Brock 4441 W. Airport Freeway Irving, Texas 70562

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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This is to advise you that the entire file in this matter has now been closed and will become part of the public record within thirty days. Should you wish to submit any legal or factual materials to be placed on the public record in connection with this matter, please do so within 10 days.

Should you have any questions, contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Coursel

BY: Kenneth A. Gross
Associate General Counsel



WASHINGTON, D.C. 20463

October 21, 1985

Jim Parrish, Chairman Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873

The Kansas Democratic State
Committee-Federal Account
The Kansas Democratic State
Committee-State Account

Dear Mr. Parrish:

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On October 17 , 1985, the Commission accepted the conciliation agreement signed by the assistant treasurer and a civil penalty) in settlement of a violation of 2 U.S.C. \$ 434(a) (4) (A) (ii), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter, and it will become a part of the public record within thirty days. However, 2 U.S.C. \$ 437g(a) (4) (B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele

Associate General Counsel

Enclosure Conciliation Agreement

RECEIVED AT THE FEC GCC# 241. 85 SEP 3 P12: 19

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
)
The Kansas Democratic State) MUR 1873
Committee - Federal Account)
and Eugene Anderson, as)
treasurer)
The Kansas Democratic State)
Party

SEP

CONCILIATION AGREEMENT

P3

This matter was initiated by the Federal Election Commission (hereinafter "the Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that the Kansas Democratic State Committee - Federal Account ("Respondent Committee") violated 11 C.F.R. §§ 104.11(a) and 104.3(b)(3) by inconsistently reporting information regarding two guaranteed loans, and by failing to continuously report these loans. Additionally, the Commission found reason to believe Respondent Committee and Respondent Party violated 11 C.F.R. § 102.5(a)(l)(i) by failing to properly segregate activity conducted by federal and state accounts. Finally, the Commission found reason to believe the Respondents violated 2 U.S.C. § 441b by the Respondent Party's use of funds not subject to the prohibitions and limitations of the Act to repay loans obtained by the Respondent Committee.

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-2-NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows: The Commission has jurisdiction over the Respondents, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. \$ 437g(a)(4)(A)(i). Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter. III. Respondents enter voluntarily into this agreement with the Commission. IV. The pertinent facts in this matter are as follows: 5 1. Respondent Party is a state party. 0 2. Respondent Committee is a registered . 10 multicandidate committee registered with the Federal 0 Election Commission and the Federal Account of Respondent 7 Party. C Respondent Eugene Anderson is the treasurer of the 3. 10 Kansas Democratic State Committee Federal Account. 00 Respondent Party is permitted to receive, by Kansas State law, corporate and union funds which Respondent Committee is prohibited from receiving under federal law. 5. Respondent Committee reported receiving two guaranteed loans in its 1982 October Quarterly Report. One loan was for \$25,000; the other for \$20,000. 6. Respondent Party made payments on interest and

-3principal on both these loans. Respondent Party disbursed funds towards the \$25,000 guaranteed loan on the following dates for the following amounts: 12/13/83 812.49 3/23/84 875.00 5/18/84 5,000.00 6/07/84 902.07 766.67 12/12/84 3/05/85 699.17 \$ 9,055.40 total 8. Respondent Party disbursed funds towards the \$20,000 guaranteed loan on the following dates for the following amounts: 11/08/83 656.29 2/13/84 665.00 3/01/84 1,500.00 0 4/02/84 657.41 .5. 10/05/84 676.17 1/16/85 655.64 10 3/21/85 598.77 3/21/85 1,500.00 0 1,000.00 4/01/85 \$ 7,909.08 total C 9. Respondent Committee and Eugene Anderson, as 10 treasurer, did not consistently and continuously report 00 these loans on reports filed with the Commission, including failing to provide due dates of these loans and dates of disbursements made towards the reduction of interest and principal. 10. Respondents contend that these violations were not knowing and willful. V. Respondent Committee and Eugene Anderson, as treasurer, did not continuously report its outstanding debts under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

- This agreement shall become effective as of the date IX. that all parties hereto have executed same and the Commission has approved the entire agreement.
- Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.
- XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be valid.

FOR THE COMMISSION:

Charles N. Steele General Counsel

BY:

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Counsel

tober 18,1985

FOR THE RESPONDENTS:



WASHINGTON, D.C 20463

October 21, 1985

Lanny Kimbrough
The Hyland Park Bank & Trust of
Topeka, Kansas
P.O. Box 5228
Topeka, Kansas 66605

RE: MUR 1873
The Hyland Park Bank & Trust
of Topeka, Kansas

Dear Mr. Kimbrough:

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This is to advise you that the entire file in this matter has now been closed and will become part of the public record within thirty days. Should you wish to submit any legal or factual materials to be placed on the public record in connection with this matter, please do so within 10 days.

Should you have any questions, contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steel General Counsel

Associate General Counsel

BEFORE THE FEDERAL ELECTION COMMISSION .

In the Matter of)	MUR 1980
Carlson for Congress Committee	1	MOR 1900
	,	
Gerald R. Carlson, treasurer)	
Gerald R. Carlson)	
Euro-American Alliance)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 10, 1985, the Commission decided by a vote of 5-0 to take the following actions in MUR 1980:

- Accept the conciliation agreement signed by Gerald R. Carlson attached to the General Counsel's Report signed October 4, 1985.
- Take no further action against the Euro-American Alliance for a violation of 2 U.S.C. § 441d.
- Approve the letters to be sent to the respondents attached to the General Counsel's Report signed October 4, 1985.
- 4. Close the file.

Commissioners Aikens, Elliott, Josefiak, McDonald and McGarry voted affirmatively in this matter; Commissioner Harris did not cast a vote.

Attest:

10-11-85

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Date

Marjorie W. Emmons Secretary of the Commission

In the Matter of The Kansas Democratic State Committee Federal Account, and Eugene Anderson, as treasurer The Kansas Democratic State Committee— State Account GENERAL COUNSEL'S REPORT

BACKGROUND

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Attached is a conciliation agreement signed by Alma Webster, assistant treasurer of the Kansas Democratic State Committee.

The attached agreement contains two changes from the agreement approved by the Commission. First, the agreement contains a corrected listing of the accounts from which the payments were made. Second, the civil penalty has been reduced from \$1700 to \$1000. The Committee submitted a check for this amount.

The Office of the General Counsel believes this civil penalty is appropriate for two reasons. First, except for the noted account number changes, no language changes have been made from the Commission approved agreement. Second, in an effort to conciliate this matter, Respondents employed the services of certified public accounts who conducted a review of the Respondents' recordkeeping, accounting, and administrative procedures. Respondents have provided the Commission with the results of this review. This study makes concrete suggestions to improve internal procedures. Respondents state many of these suggestions have already been implemented. In light of this detailed examination of the Respondents' internal procedures, and

the resulting changes to ensure better management of the state and federal accounts, the Office of the General Counsel believes the respondents have taken extraordinary steps to resolve this matter. Accordingly, this Office believes a reduced civil penalty is appropriate. */

RECOMMENDATION

The Office of the General Counsel recommends that the Commission accept this agreement, approve the attached letter, and close the file in this matter.

Charles N. Steele General Counsel

1985

Kenneth A. Gross

Associate General Counsel

Attachments

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Conciliation Agreement Copy of Civil Penalty Check Letter to Respondent Letter to Other Respondents (2)

^{*/} Similar penalties have been approved for other 11 C.F.R. 102.5 violations. For example, in MUR 1680, commericial loans totalling \$7000 were transferred from a state account to a federal account. The state account repaid these loans; \$15,627.16 in excess allocations were made from the federal account to the state account. The Commission approved a \$500 civil penalty. In MUR 1479 the Commission also approved a \$500 civil penalty where \$18,483.50 was impermissably transferred from the non-federal account to the federal account.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
)
The Kansas Democratic State Committee
Federal Account, and Eugene Anderson,
as treasurer
)
The Kansas Democratic State CommitteeState Account
)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 17, 1985, the Commission decided by a vote of 5-0 to take the following actions in MUR 1873:

- 1. Accept the conciliation agreement attached to the General Counsel's Report signed October 11, 1985.
- Approve the letter attached to the General Counsel's Report signed October 11, 1985.
- 3. Close the file in this matter.

Commissioners Elliott, Harris, Josefiak, McDonald and McGarry voted affirmatively for this decision; Commissioner Aikens did not cast a vote.

Attest:

10-14-85

Date

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Marjorie W. Emmons Secretary of the Commission

Marianie W. Emmons

Received in Office of Commission Secretary: Tues., 10-15-85, 2:09 Circulated on 48 hour tally basis: Tues., 10-15-85, 4:00 Deadline for vote: Thurs., 10-17-85, 4:00

KANSAS DEMOCRATIC STATE COMMITTEE SAS

P. O. BOX 1914 234-0428
TOPEKA, KS 66601

PAY TO THE FELENCE ELECTRON COMMISSION \$ 1000

ONCE THOMAS ON PARK
BANK & TRUST

TOPEKA MASSIMIST

ALMA TO THE STATE

ALMA

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- GCC# 8513

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

The Kansas Democratic State Committee
Federal Account, and Eugene Anderson,
as treasurer

The Kansas Democratic State CommitteeState Account

MUR 1873

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on October 17, 1985, the Commission decided by a vote of 5-0 to take the following actions in MUR 1873:

- Accept the conciliation agreement attached to the General Counsel's Report signed October 11, 1985.
- Approve the letter attached to the General Counsel's Report signed October 11, 1985.
- 3. Close the file in this matter.

Commissioners Elliott, Harris, Josefiak, McDonald and McGarry voted affirmatively for this decision; Commissioner Aikens did not cast a vote.

Attest:

10-14-85

Date

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Marjorie W. Emmons Secretary of the Commission

marienie W. Emmons

Received in Office of Commission Secretary: Tues., 10-15-85, 2:09 Circulated on 48 hour tally basis: Tues., 10-15-85, 4:00 Deadline for vote: Thurs., 10-17-85, 4:00



WASHINGTON, D.C. 20463

Jim Parrish, Chairman Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873

The Kansas Democratic State
Committee-Federal Account
The Kansas Democratic State
Committee-State Account

Dear Mr. Parrish:

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Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosure Conciliation Agreement



WASHINGTON, D.C 20463

Robert L. Brock 4441 W. Airport Freeway Irving, Texas 70562

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross Associate General Counsel



WASHINGTON, D.C. 20463

Lanny Kimbrough
The Hyland Park Bank & Trust of
Topeka, Kansas
P.O. Box 5228
Topeka, Kansas 66605

RE: MUR 1873
The Hyland Park Bank & Trust
of Topeka, Kansas

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Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel



WASHINGTON, D.C. 20463

Jim Parrish Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee-Federal Account
The Kansas Democratic State
Committee-State Account

Dear Mr. Parrish:

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Enclosed please find check #4679 drawn on account 50-191-3 of the Hyland Park Bank and Trust of Topeka, Kansas. Pursuant with telephone conversations with Mike Kimberline and Alma M. Webster, this Office is returning this check which the Committee submitted to the Commission in payment of the civil penalty in the above-captioned matter. It is our understanding that a new check, drawn on another account, will be forwarded to this Office.

If you have any questions please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
Returned Civil Penalty Check

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	KANSAS DEMOCRATIC STATE COMMITTEE P. O. BOX 1914 TOPEKA, KANSAS 66601					4679
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RECEIVED AT THE FEC GCC# 8461 B5SEP 3 P12:19

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
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The Kansas Democratic State) MUR 1873
Committee - Federal Account)
and Eugene Anderson, as)
treasurer)
The Kansas Democratic State)
Party

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CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission (hereinafter "the Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that the Kansas Democratic State Committee - Federal Account ("Respondent Committee") violated 11 C.F.R. §§ 104.11(a) and 104.3(b)(3) by inconsistently reporting information regarding two guaranteed loans, and by failing to continuously report these loans. Additionally, the Commission found reason to believe Respondent Committee and Respondent Party violated 11 C.F.R. § 102.5(a)(1)(i) by failing to properly segregate activity conducted by federal and state accounts. Finally, the Commission found reason to believe the Respondents violated 2 U.S.C. § 441b by the Respondent Party's use of funds not subject to the prohibitions and limitations of the Act to repay loans obtained by the Respondent Committee.

-2-NOW, THEREFORE, the Commission and Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows: The Commission has jurisdiction over the Respondents, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i). Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter. III. Respondents enter voluntarily into this agreement with the Commission. The pertinent facts in this matter are as follows: IV. CI 1. Respondent Party is a state party. 0 0 2. Respondent Committee is a registered 17 multicandidate committee registered with the Federal 0 Election Commission and the Federal Account of Respondent Party. 0 3. Respondent Eugene Anderson is the treasurer of the 10 Kansas Democratic State Committee Federal Account. 00 Respondent Party is permitted to receive, by Kansas State law, corporate and union funds which Respondent Committee is prohibited from receiving under federal law. 5. Respondent Committee reported receiving two guaranteed loans in its 1982 October Quarterly Report. One loan was for \$25,000; the other for \$20,000. 6. Respondent Party made payments on interest and

-3principal on both these loans. Respondent Party disbursed funds towards the \$25,000 guaranteed loan on the following dates for the following amounts: 12/13/83 812.49 3/23/84 875.00 5/18/84 5,000.00 6/07/84 902.07 12/12/84 766.67 3/05/85 699.17 total \$ 9,055.40 8. Respondent Party disbursed funds towards the \$20,000 guaranteed loan on the following dates for the 00 following amounts: 11/08/83 656.29 50 665.00 2/13/84 3/01/84 1,500.00 0 4/02/84 657.41 10/05/84 5 676.17 1/16/85 655.64 10 598.77 3/21/85 1,500.00 3/21/85 0 1,000.00 4/01/85 7,909.08 T total C Respondent Committee and Eugene Anderson, as 9. 10 treasurer, did not consistently and continuously report 00 these loans on reports filed with the Commission, including failing to provide due dates of these loans and dates of disbursements made towards the reduction of interest and principal. 10. Respondents contend that these violations were not knowing and willful. V. Respondent Committee and Eugene Anderson, as treasurer, did not continuously report its outstanding debts under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

- This agreement shall become effective as of the date IX. that all parties hereto have executed same and the Commission has approved the entire agreement.
- Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.
- XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be valid.

FOR THE COMMISSION:

Charles N. Steele General Counsel

BY:

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Associate General Counsel

dobe 18,1985

FOR THE RESPONDENTS:

Eugene Anderson

Treasurer

8-30-85

KANSAS DEMOCRATIC STATE COMMITTEE

P. O. BOX 1914 TOPEKA, KANSAS 66601 4679

TOTHE ORDER OF Federal Election Commission

8-30 1985

44-113/1011

thousand or 7/00

1000.

Highland Park
Bank & Trust

alma M. Webster.

FOR Penally

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Topeka, Kansas 00001

RE: MUR 1873
The Kansas Democratic State
Committee-Federal Account
The Kansas Democratic State
Committee-State Account

Dear Mr. Parrish:

Enclosed please find check #4679 drawn on account 50-191-3 of the Hyland Park Bank and Trust of Topeka, Kansas. Pursuant with telephone conversations with Mike Kimberline and Alma M. Webster, this Office is returning this check which the Committee submitted to the Commission in payment of the civil penalty in the above-captioned matter. It is our understanding that a new check, drawn on another account, will be forwarded to this Office.

If you have any questions please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gros

Associate General Counsel

Enclosure

Returned Civil Penalty Check



RECEIVED AT THE FEC

Kansas Democratic State Committee

P.O. Box 1914 Topoka, Kansas 66601 (913) 234-0425

Jim Parrish State Chair

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Bill Beachy Executive Director

September 5, 1985

Ms. Patty Reilly Office of the General Counsel Federal Election Commission 1325 K Street NW Washington, DC 20463

Muir 1873

Kansas Democratic State Committee

Dear Ms. Reilly:

As advised in your telephone conversation with Mike Kaberline yesterday I am requesting that you return the check which was mailed with the Conciliation Agreement back to us. Enclosed with this letter is a new check from the correct account.

I would also like to request that the Conciliation Agreement be allowed to continue on thru the Commission.

Thank you for your assistance.

Sincerely, alma M. Webster

Alma M. Webster Ass't Treasurer

cc: Jim Parrish Eugene Anderson File



¹Kansas Democratic □ State Committee

D. Box 1914 Topeka, Kansas 66601



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Ms. Patty Reilly Office of the General Counsel Federal Election Commission 1325 K Street NW Washington, DC 20463 KANSAS DEMOCRATIC STATE COMMITTEE 685

P. O. BOX 1914 234-0425
TOPEKA, KS 66601

PAY TO THE FEDERAL ELECTION COMMISSION \$ 1000

ORDER OF FEDERAL ELECTION COMMISSION \$ 1000

DOLLARS

HIGHLAND PARK
BANK & TRUST

HIGHLAND MANAGEMENT

Alma My Trubster

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x 1914 Topeka, Kansas 66601

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CHARLES N. STEELE, General Counsel FEDERAL ELECTION COMMISSION 1325 K Street, NW Washington, DC 20463





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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

13 August 1985

Robert Brock, President Brock Hotel Corporation 4441 W Airport Freeway Irving, Texas 70562

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

On August 1, 1985, the Commission accepted the conciliation agreement signed by you and a civil penalty in settlement of a violation of 2 U.S.C. § 441a(a)(3), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you, and it will become a part of the public record within thirty days after this matter has been closed with respect to all other respondents involved. However, 2 U.S.C. § 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing within 10 days.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

y: Aenheth A. Gr

Associate General Counsel

Enclosure Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of Robert L. Brock

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MUR 1873

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("the Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities.

The Commission found reason to believe that Robert L. Brock ("Respondent") violated 2 U.S.C. § 441a(a)(1)(C) and 441a(a)(3), by exceeding permissible contribution limitations.

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to finding a probable cause to believe, do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondent, and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. \$ 437g(a)(4)(A)(i).
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters voluntarily into this agreement with the Commission.
 - IV. The pertinent facts in this matter are as follows:
- 1. Respondent, Robert L. Brock, is an individual residing in the state of Texas.

2. Respondent made the following \$26,500 in contributions to federal candidates and committees in the 1982 election cycle:

erec	tion cycle:		
1.	Vandergriff for Congress	10/28/82	\$1000
2.	Blackburn for Congress	4/23/82	\$500
3.	Jim Slattery for Congress	12/23/81	\$1000
4.	Jim Slattery for Congress	8/27/82	\$1000
5.	Glickman for Congress	6/23/82	\$1000
6.	Democratic Congressional Dinner Committee	3/01/82	\$2000
7.	Senator Lloyd Benson Election Committee	9/08/81	\$500
8.	INN/PAC International Association of Political Action Committees	4/29/82	\$1000
9.	Democratic Congressional Campaign Committee	6/28/82	\$500
10.	Glickman for Congress Committee	4/12/82	\$500
11.	Democratic Senatorial Campaign Committee	3/03/82	\$500
12.	Democratic Congressional Campaign Committee, Inc.	9/22/82	\$5000
13.	Democratic House & Senate Counsel	7/06/82	\$1500
14.	Democrats for the '80's	7/06/82	\$5000
15.	Rowe for Congress	9/30/82	\$500
16.	Democratic Congressional Campaign Committee, Inc.	10/18/82	\$2500
17.	Martin Frost Campaign Committee	10/25/82	\$500
18.	Kostar for Congress Committee	8/03/82	\$1000

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-3-DNC Services Corporation; \$500 5/24/82 19. Democratic National Committee Texas Democratic Party-Federal 10/25/82 \$500 20. TOTAL \$26,500 Respondent guaranteed \$5,000 of a \$20,000 loan to 3. the Kansas Democratic State Committee. This money was deposited into the federal account maintained by the Committee pursuant to 11 C.F.R. § 102.5(a)(1)(i), and subsequently disbursed for federal activity. 2 The Act limits an individual's contributions to \$25,000 V. CT per year. 0 Respondent's total federal contributions, exceeding VI. \$25,000, are in violation of 2 U.S.C. § 441a(a)(3). 10 VII. Respondent will pay a civil penalty to the Treasurer of 0 the United States in the amount of One Thousand Dollars (\$1,000), r . . . (pursuant to 2 U.S.C. § 437g(a)(5)(A). LO VIII. Respondent agrees not to undertake any activity 00 which is in violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 et seg. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirements thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

- X. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.
- XI. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.
- XII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be valid.

FOR THE COMMISSION:

Charles N. Steele General Counsel

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Kenneth A. Gross
Associate General Counsel

Date Present 4,198

FOR THE RESPONDENT:

Robert L. Brock

July 15, 1985

BEFORE THE FEDERAL ELECTION COMMISSION

In the	Matter of)	MUR 1873
Robert	L. Brock	}	MOR 1873

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on August 1, 1985, the Commission decided by a vote of 5-0 to take the following actions in MUR 1873:

- Accept the conciliation agreement submitted with the General Counsel's Report signed July 25, 1985.
- Close the file in regard to this respondent.

Commissioners Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter; Commissioner Aikens did not cast a vote.

Attest:

Date

8-1-85

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Marjorie W. Emmons Secretary of the Commission

Marione W. Emmons

Received in Office of Commission Secretary: Circulated on 48 hour tally basis: 7-29-85, 4:53 7-30-85, 11:00

OFFICE OF THE FEC BEFORE THE FEDERAL ELECTION COMMISSION SECRETARY

In the Matter of

85 JUL 29 P4: 53

Robert L. Brock

MUR 1873

GENERAL COUNSEL'S REPORT

Background

Attached for Commission approval is a conciliation agreement signed by Robert L. Brock, a respondent in MUR 1873.

This agreement contains no changes from the one approved by the Commission. Mr. Brock also submitted a check for \$1000 in payment of the civil penalty.

Recommendation

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The Office of General Counsel recommends that the Commission accept the agreement and close the file in regard to this respondent.

Charles N Steele General Counsel

BY:

Associate General Counsel

Attachments

Conciliation Agreement

Copy of Civil Penalty Check

Letter to Respondent

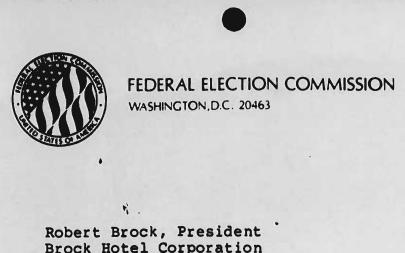
Letter from Mr. Brock

ROBERT L. BROCK 359 4441 W. AIRPORT FRWY. 214-258-8500 IRVING, TX 75082	7-16-1985 4-87/1011
ORDER OF Treasures of the In	laited States \$ 1,000.00
The Fidelity Banks Topola Karen 66603 Le: Childenally	Polv L Brok
-1:1011006761: 7354 #10	152 July 1

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#10 0 0 W1 # 10



Robert Brock, President Brock Hotel Corporation 4441 W Airport Freeway Irving, Texas 70562

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On , 1985, the Commission accepted the conciliation agreement signed by you and a civil penalty in settlement of a violation of 2 U.S.C. § 441á(a)(3), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you, and it will become a part of the public record within thirty days after this matter has been closed with respect to all other respondents involved. However, 2 U.S.C. § 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing within 10 days.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosure Conciliation Agreement



GCC# 8678 85 JUL 22 A 9: 41

Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

July 15, 1985

Mr. Charles N. Steele General Counsel Federal Election Commission Washington, D.C. 20463

Attn: Mr. Kenneth A. Gross

Associate General Counsel

Re: MUR 1873

Robert L. Brock

Gentlemen:

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Thank you for your letter of July 10 relative to the subject matter. Enclosed please find the conciliation agreement signed by me on July 15, 1985.

Also enclosed please find my check in the amount of \$1,000 payable to the Treasurer of the United States in payment of the civil penalty.

Please be assured that my violation of federal election regulations was inadvertent. You can be sure that it will not happen again.

Thank you for working out this conciliation agreement. It is appreciated.

Sincerely,

Robert L. Brock

RLB/glr

Enclosure

c: Paul Pendergast



FEDERAL ELECTION COMMISSION

COMMISSIONER: McGARRY, AIKENS, McDONALD, ELLIOTT, REICHE, HARRIS

SENSTIVE

WASHINGTON, D.C. 20463

Date and Time Transmitted: TUESDAY, 7-30-85, 11:00

RETURN TO COMMISSION SECRETARY BY THURSDAY, August 1, 1985, 11:00	
SUBJECT: MUR 1873 - General Counsel's Report signed July 25, 1985.	
() I approve the recommendation	
() I object to the recommendation	
COMMENTS:	
	_
	_
Date:Signature:	

A DEFINITE VOTE IS REQUIRED. ALL BALLOTS MUST BE SIGNED AND DATED.

PLEASE RETURN ONLY THE BALLOT TO THE COMMISSION SECRETARY.

PLEASE RETURN BALLOT NO LATER THAN THE DATE AND TIME SHOWN ABOVE.

From the Office of the Commission Secretary

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In the Matter of Sound 1873 Robert L. Brock Mur 1873 GENERAL COUNSEL'S REPORT Background Attached for Commission approval is a conciliation agreement signed by Robert L. Brock, a respondent in Mur 1873. This agreement contains no changes from the one approved by the Commission. Mr. Brock also submitted a check for \$1000 in

Recommendation

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payment of the civil penalty.

The Office of General Counsel recommends that the Commission accept the agreement and close the file in regard to this respondent.

BY:

Kepheth A. Gross

Charles N Steele General Counsel

Associate General Counsel

Attachments

Conciliation Agreement Copy of Civil Penalty Check Letter to Respondent

Letter from Mr. Brock

2. Respondent made the following \$26,500 in contributions to federal candidates and committees in the 1982 election cycle:

stion cacre:		
Vandergriff for Congress	10/28/82	\$1000
Blackburn for Congress	4/23/82	\$500
Jim Slattery for Congress	12/23/81	\$1000
Jim Slattery for Congress	8/27/82	\$1000
Glickman for Congress	6/23/82	\$1000
Democratic Congressional Dinner Committee	3/01/82	\$2000
Senator Lloyd Benson Election Committee	9/08/81	\$500
INN/PAC International Association of Political Action Committees	4/29/82	\$1000
Democratic Congressional Campaign Committee	6/28/82	\$500
Glickman for Congress Committee	4/12/82	\$500
Democratic Senatorial Campaign Committee	3/03/82	\$500
Democratic Congressional Campaign Committee, Inc.	9/22/82	\$5000
Democratic House & Senate Counsel	7/06/82	\$1500
Democrats for the '80's	7/06/82	\$5000
Rowe for Congress	9/30/82	\$500
Democratic Congressional Campaign Committee, Inc.	10/18/82	\$2500
Martin Frost Campaign Committee	10/25/82	\$500
Kostar for Congress Committee	8/03/82	\$1000
	Blackburn for Congress Jim Slattery for Congress Glickman for Congress Democratic Congressional Dinner Committee Senator Lloyd Benson Election Committee INN/PAC International Association of Political Action Committees Democratic Congressional Campaign Committee Glickman for Congress Committee Democratic Senatorial Campaign Committee Democratic Congressional Campaign Committee, Inc. Democratic House & Senate Counsel Democratic For the '80's Rowe for Congress Democratic Congressional Campaign Committee, Inc. Martin Frost Campaign Committee, Inc.	Blackburn for Congress 4/23/82 Jim Slattery for Congress 12/23/81 Jim Slattery for Congress 8/27/82 Glickman for Congress 6/23/82 Democratic Congressional 3/01/82 Dinner Committee Senator Lloyd Benson 9/08/81 Election Committee INN/PAC International 4/29/82 Association of Political Action Committees Democratic Congressional 6/28/82 Campaign Committee Glickman for Congress 4/12/82 Committee Democratic Senatorial 3/03/82 Campaign Committee, Inc. Democratic House & Senate 7/06/82 Counsel Democratic Congressional 7/06/82 Rowe for Congress 9/30/82 Democratic Congressional 10/18/82 Campaign Committee, Inc. Martin Frost Campaign 10/25/82 Committee

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requirements thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

- X. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.
- Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.
- This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be valid.

FOR THE COMMISSION:

Charles N. Steele General Counsel

BY:

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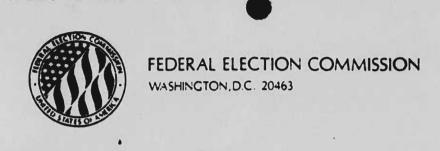
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> Kenneth A. Gross Associate General Counsel

Date

FOR THE RESPONDENT:

ly 15, 1985



Robert Brock, President Brock Hotel Corporation 4441 W Airport Freeway Irving, Texas 70562

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On , 1985, the Commission accepted the conciliation agreement signed by you and a civil penalty in settlement of a violation of 2 U.S.C. § 441a(a)(3), a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to you, and it will become a part of the public record within thirty days after this matter has been closed with respect to all other respondents involved. However, 2 U.S.C. § 437g(a)(4)(B) prohibits any information derived in connection with any conciliation attempt from becoming public without the written consent of the respondent and the Commission. Should you wish any such information to become part of the public record, please advise us in writing within 10 days.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

Enclosed you will find a fully executed copy of the final conciliation agreement for your files.

Sincerely,

Charles N. Steele General Counsel

By: Kenneth A. Gross
Associate General Counsel

Enclosure Conciliation Agreement

PAY TO THE TRESULES OF THE ORDER OF	7-16-1985 4-67/1011 Listed States \$ 1,000.00
The Fidelity Banks Topoka Kansas 66603 Re: Civil Genelly 1: 10 1 100 6 761: 7354 11° 10	Polis Brik



RECEIVED AT THE FEC GCC# 8678 85 JULZZ A9: 41

Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

July 15, 1985

Mr. Charles N. Steele General Counsel Federal Election Commission Washington, D.C. 20463

Attn: Mr. Kenneth A. Gross

Associate General Counsel

Re: MUR 1873

Robert L. Brock

Gentlemen:

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Thank you for your letter of July 10 relative to the subject matter. Enclosed please find the conciliation agreement signed by me on July 15, 1985.

Also enclosed please find my check in the amount of \$1,000 payable to the Treasurer of the United States in payment of the civil penalty.

Please be assured that my violation of federal election regulations was inadvertent. You can be sure that it will not happen again.

Thank you for working out this conciliation agreement. It is appreciated.

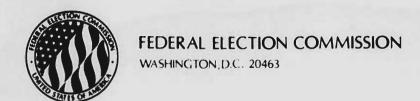
Sincerely,

Robert L. Brock

RLB/glr

Enclosure

c: Paul Pendergast



MEMORANDUM

TO:

THE FILE

FROM:

PATTY REILLY

RE:

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MUR 1873

On July 24, 1985 I called Robert Brock. The purpose of this call was to ascertain why the conciliation agreement he returned to the Commission did not contain the first page. Mr. Brock stated he did not know why this page was not included with his signed package. We agreed that I would substitute the first page of the copy retained by docket.

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of MUR 1873 The Hyland Park Bank & Trust of Topeka, Kansas

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of June 25, 1985, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 1873:

- 1. Find no probable cause to believe the Hyland Park Bank and Trust of Topeka, Kansas, violated 2 U.S.C. § 441b and close the file as to this respondent.
- 2. Approve and send the letter attached to the General Counsel's report dated June 14, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively for the decision.

Attest:

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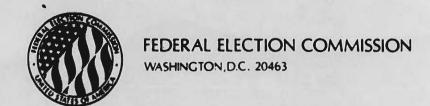
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Marjorie W. Emmons Secretary of the Commission



July 5, 1985

Lanny Kimbrough, President
The Hyland Park Bank & Trust
of Topeka, Kansas
2100 S.E. 29th Street
Topeka, Kansas 66605

Re: MUR 1873
The Hyland Park Bank & Trust
of Topeka, Kansas

Dear Mr. Kimbrough:

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This is to advise you that after an investigation was conducted, the Commission concluded on June 25, 1985, that there is no probable cause to believe that the Hyland Park Bank & Trust of Topeka, Kansas violated the Act. Accordingly the file in this matter, numbered MUR 1873, has been closed as it pertains to the bank. This matter will become part of the public record within 30 days, after it has been closed with respect to all other respondents involved. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Commission reminds you, however, that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

If you have any questions, contact Patty Reilly, the attorney assigned to handle this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Counsel

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
Robert L. Brock)

LO

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MUR 1873

CERTIFICATION

I, Mary W. Dove, Administrative Assistant for the Federal Election Commission, do hereby certify that on June 19, 1985, the Commission decided by a vote of 6-0 to take the following actions in MUR 1873:

- Take no further action regarding the Commission's earlier finding of reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(1)(C).
- Enter into conciliation with Robert L. Brock prior to a finding of probable cause to believe.
- 3. Approve the conciliation agreement attached to the General Counsel's Report signed June 14, 1985.
- 4. Approve the letter attached to the General Counsel's Report signed June 14, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively in this matter.

Attest:

6-20-85 Date

Mary W. Dove

Administrative Assistant

RECEIVED BEFORE THE FEDERAL ELECTION FEOMMISSTONEC COMMISSION SECRETARY

In the Matter of

The Kansas Democratic State

Committee - Federal Account)
and Eugene Anderson, as
treasurer

The Kansas Democratic State
Party

MUR 1873

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

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a. Commission Action

This internally generated matter arises from the Kansas Democratic State Committee's Federal Account ("the Federal Account") reported receipt of \$45,000 in guaranteed loans in October, 1982. Addressing the reporting problems surrounding the making and reporting of these loans, the Commission, on January 8, 1985, opened a matter under review. Additionally, on that date, the Commission determined that there is reason to believe the Federal Account and its treasurer, 1/2 violated 2 U.S.C. § 441a(f) by receiving an excessive contribution in the form of a \$25,000 loan guaranteed by Robert L. Brock in October, 1982. The Commission also determined that there is reason to believe the Federal Account and its treasurer, and the Hyland Park Bank and Trust of Topeka, Kansas ("the Bank") violated 2 U.S.C. § 441b because of indications this guaranteed loan and other guaranteed loans received by the Federal Account

^{1/} At that time Larry Gates was treasurer. Eugene Anderson now serves as treasurer of the Federal Account.

-2-

at that time might not have been made in the ordinary course of business. 2/ In addition, the Commission determined that there is reason to believe the Federal Account violated 11 C.F.R. \$\$ 104.11(a) and 104.3(b)(3)(iii) by failing to properly report these loans.

Subsequently, following answers to interrogatories, on April 4, 1985, the Commission made additional findings regarding violations of the Act. The Commission determined that there is reason to believe that both the Federal Account and the Kansas Democratic State Committee ("the State Account") violated 11 C.F.R. § 102.5(a)(1)(i) by failing to properly segregate activities of state and federal accounts. Specifically, the reporting of the \$45,000 in guaranteed loans raised the issue of whether these loans were received by the Federal Account or the State Account. Seeking information regarding the transfers and disbursements from the state and federal accounts, the Commission approved interrogatories to the Federal Account and the State Account.

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Responding to these questions on May 15, 1985, the Federal Account and the State Account supplied documentation of the transactions surrounding these loans. Additionally, both entities request to enter into pre-probable cause conciliation.

^{2/} Because the Bank has provided full documentation of these loans, this Office has submitted a brief recommending that the Commission find no probable cause to believe the Bank violated 2 U.S.C. § 44lb. Accordingly, this Office recommends that the Commission take no further action regarding its earlier finding that the Federal Account violated 2 U.S.C. § 44lb stemming from its procurement of these loans.

-3b. The Committee's Use of the Loan Answers to these interrogatories reveal that in October, 1982, two loans were obtained from the Hyland Park Bank and Trust of Topeka, Kansas. The first, a \$20,000 loan guaranteed by four individuals for \$5,000 each, was used by the Federal Account for federal election activity. The second, a \$25,000 loan guaranteed by one individual, was also placed in the depository account of the Federal Account. This money was disbursed for state election activity. Citing the use of this second loan for state election activity, the Respondents contend this money was placed in the Federal Account by error. Compounding the confusion surrounding these loans, the State Account, permitted by law to contain prohibited funds, has made payments on the interest and principal on both these loans. II. LEGAL ANALYSIS Confusion of State and Federal Monies a. Initially, it is clear that the Kansas Democratic State Committee maintains a state account for non-federal activity as 173 well as the Federal Account for its federal election activities (5) as permitted by the Act. See 11 C.F.R. § 102.5(a)(1)(i). This section organizations participating in both federal and nonfederal election activity to either establish a federal account or establish a political committee that only accepts contributions subject to the prohibitions and limitations of the Act. The Kansas Democratic State Committee has opted to

establish the Federal Account to finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R. § 102.5(a) (1) (i). Only funds subject to the prohibitions and limitations of the Act shall be deposited into this account. Id. Moreover, all disbursements, contributions, expenditures, and transfers by the Kansas Democratic State Committee in connection with a federal election shall be made from the Federal Account. No transfer may be made to the Federal Account from any other account maintained by the Kansas Democratic State Committee for the purpose of financing activity in connection with non-federal elections. Id. Under Kansas state election law, corporations and labor unions may contribute (subject to monetary restrictions) to state elections. Accordingly, state committees may not contribute such prohibited funds to federal accounts. 2 U.S.C. § 441b.

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Both the Federal Account and the State Account admit violations of 11 C.F.R. § 102.5(a)(1)(i). Additionally, both admit the State Account made payments towards the interest and principal. Because the State Account contains monies from prohibited sources, this Office recommends that the Commission also find reason to believe the State Committee made, and the Federal Account accepted, a prohibited contribution in violation of 2 U.S.C. § 441b.3/

^{3/} This Office informed the Respondents of this recommendation. All requested that if the Commission adopted this recommendation, the violation be incorporated into the pre-probable cause (footnote continued)

b. Reporting Omissions

The Federal Account has not met the Act's reporting requirements. Committees are required to continuously report debts and obligations. 11 C.F.R. § 104.11(a). Disbursements made by political committees to repay loans must note the date and amount of the loan repayments. 11 C.F.R. § 104.3(b)(4)(iii). The Federal Account admits failing to continuously report this required information.

TIT. DISCUSSION OF COMOTITATION DECUTSIONS AND CIVIL PENALTY

IV. RECOMMENDATIONS

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- 1. Find reason to believe the Kansas Democratic State Committee Federal Account and Eugene Anderson, as treasurer, violated 2 U.S.C. § 441b(a).
- 2. Find reason to believe the Kansas Democratic State Committee violated 2 U.S.C. § 441b(a).

^{3/ (}footnote continued)

cause conciliation agreement. Accordingly, the proposed conciliation agreement contains an admission of this violation.

- 3. Take no further action against the Kansas State Democratic Committee Federal Account with regard to the loan from the Highland Park Bank.
- 4. Enter into conciliation with the Kansas Democratic State
 Committee Federal Account and Eugene Anderson, as
 treasurer, prior to a finding of probable cause to believe.
- 5. Enter into conciliation with the Kansas Democratic State Party prior to a finding of probable cause to believe.
- 6. Approve the attached conciliation agreement.
- 7. Approve the attached letters.

Charles N. Steele General Counsel

Jul 4, 161

BY:

Associate General Counsel

Attachments:

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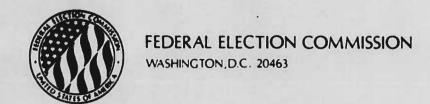
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- 1. Proposed Conciliation Agreement
- 2. Letters to Respondents (2)
- 3. Request for Conciliation



Jim Parrish, State Chairperson The Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee - State Account

Dear Mr. Parrish:

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On April 4, 1985, the Commission found reason to believe that the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i). Additionally, on , 1985, the Commission found reason to believe the Committee violated 2 U.S.C. § 441b. At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
cc: The Kansas Democratic
State Committee Federal Account and Eugene Anderson,
as treasurer



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

Eugene Anderson, Treasurer
The Kansas Democratic State Committee Federal Account
P.O. Box 1914
Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee - Federal Account and
Eugene Anderson, as treasurer

Dear Mr. Anderson:

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On January 8, 1985, the Commission found reason to believe that the Kansas Democratic State Committee - Federal Account and you, as treasurer, violated 2 U.S.C. §§ 44la(f) and 44lb, as well as 11 C.F.R. §§ 104.11(a) and 104.3(b)(3)(iii). Additionally, on April 4, 1985, the Commission found reason to believe the Committee violated 11 C.F.R. § 102.5(a)(l)(i). Finally, on , 1985, the Commission found reason to believe the Committee and you, as treasurer, violated 2 U.S.C. § 44lb. At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a copy of a conciliation agreement that the Commission has approved in settlement of this matter. The original of this agreement has been sent to the Kansas Democratic State Committee State Account. If you agree with the provisions of that agreement, please sign the original and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or

Letter to Eugene Anderson Page 2 suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143. Sincerely, Charles N. Steele General Counsel BY: Kenneth A. Gross Associate General Counsel Enclosure cc: The Kansas Democratic 10 State Committee Federal Account and Eugene Anderson, as treasurer M 0 10 10 0 - 23 C 10 00



Kansas Democratic State Committee

P.O. Box 1914
Topeka, Kensas 66601
(913) 234-0425
Jim Parrish
State Chair
Bill Beachy
Executive Director

May 10, 1985

John Warren McGarry, Chairman & Office of General Counsel Federal Election Commission 1325 K Street, NW Washington, D.C. 20463

'RE: MUR 1873

Dear Mr McGarry:

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We have received your two "reason to believe" letters, the General Counsel's Factual and Legal Analysis" and your "Order to Submit Written Answers" in the above captioned matter. My written answers to the two sets of questions pertaining to the two loans are attached to this letter as Exhibits "A" and "B" which are made a part hereof by this reference.

I have been Chairman of the Kansas Democratic State Committee for only about three months now. So I trust that I have provided you with the necessary information and documents to resolve the questions that have been raised on these two loans initiated in October 1982. Because it appears to me that the one loan did indeed get deposited into the wrong account of the State Committee and that some of our faithful and timely payments on both loans through the year were therefore made from the wrong account resulting in their not being reported correctly, I ask that we enter into pre-probable cause to believe conciliation to resolve this.

I fully support the disclosure requirements of the Federal Election Act and assure you that there was no intention on the part of any of our elected officers or staff who prepared our reports to mislead anyone as to the nature of these two important loans or in their being correctly reported.

In addition to the resolution of the matter at hand, I would greatly appreciate whatever guidelines the FEC could send to insure that we continue reporting and repaying these loans correctly. My intention is to make all remaining payments for Loan #5006337 from

Page 2 May 10, 1985 our Federal Account, payments for Loan #5006332 from our State Account and to report activity on Loan #5006337 only on subsequent Federal reports. Please let us know if there is any need to file amended reports, or do anything else in addition to the information provided with this letter to clear up this matter Most sincerely Jim Parrish State Chair JP:jmm State of Kansas) County of Shawnee) ss: Be it remembered, that on this 6th day of May , 1985, before me, the undersigned, a Notary Public in and for the County/and State aforesaid, came Jim Parrish who is personally known to me to be the same person who executed the foregoing document and duly acknowledged the execution of the same. In testimony whereof, I have hereunto subscribed my name and affixes my official seal on the day and year last above written. 0 My term expires: 4/15/89 (" 10 00

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ANSWERS TO QUESTIONS (FEDERAL ACCOUNT)

#327

#4462

- James W. Parrish, State Chairman PO Box 1914 Topeka, KS 66601
- LOAN #5006332D, balance is \$20,000.
 LOAN #5006337D, balance is \$15,000.
- 3. LOAN #5006332D, Federal Account Payments:

(Copies of all checks are included with the additional materials.)
4-29-83 \$1,576.39 #228
8-29-83 1,051.39 #253
8-29-84 760.54 #357

LOAN #5006337D, Federal Account Payments:
3-1-83 \$ 853.74 #227
6-29-83 833.28 #237
6-29-83 1,000.00 #238

4. LOAN #5006332D, State Account Payments: 12-13-83 \$ 812.49 #3938

7-26-84

4-1-85

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3-23-84 875.00 #4029 5-18-84 5,000.00 #4137 6-7-84 902.07 #4161 12-12-84 766.67 #4275 3-5-85 699.17 #4385

645.54

LOAN #5006337D, State Account Payments 11-8-83 \$ 656.29 #3919 2-13-84 665.00 #3984 3-1-84 1,500.00 #4009 4-2-84 657.41 #4041 676.17 10-5-84 #4216 1-16-85 655.64 #4322 598.77 3-21-85 #4404 3-21-85 1,500.00 #4425

5. (a.) All Disbursements are from the Federal Account.

1,000.00

. 10-5-82 \$1,180.00 #202 796.50 10-14-82 #203 767.00 10-19-82 #206 10-21-82 319.29 #207 10-21-82 430.65 #208 10-21-82 315.52 #209 10-21-82 440.51 #210 10-21-82 357.28 #211 10-21-82 \$1,617.59 #212 10-25-82 875.65 #213 10-25-82 1,107.40 #214 10-25-82 707.20 #215 10-25-82 1,137.35 #216 10-25-82 1,312.22 #217

5. (a.) (cont) 3,805.34 10-25-82 #218 60.76 #219 10-26-82 22.02 #220 10-26-82 705.65 12- 7-82 #222 1,000.00 #223 12 -9-82 2,301.92 12 -9-82 #224 5. (b) Year End Report. 1982, Schedule F, pages 1 - 3 6. (a.) 10-15-82, \$25,000.00, Federal Account #204 (copy included with additional material.) (b.) Year End Report 1982, Schedule B, page 1 Regarding Loan #5006332D, it was about this time that we realized the 7. loan should never have been deposited to or disbursed from our Federal Account. Therefore, it was not reported. Regarding loan #5006337D, it was not reported due to an omission. 0 Regarding loan #5006332D, due to notices from FEC at the time the Year End Report was made we felt it best to continue reporting the loan 0. until the entire matter was cleared up. . Regarding Loan #506337D, we realized the earlier omission and reported 10 it as it was supposed to be. 0 39. Regarding Loan #5006332D, my understanding is that all concerned knew it was to be used for TV advertisements to benefit our Governor's 0 reelection and state legislative and local races. 10 Regarding Loan #5006337D, my understanding is that all concerned knew CO it was to be used for "Coordinated Expenditures" on behalf of the Jim Slattery for Congress Campaign. 10. Kansas Democratic State Committee 11. NO 12. Copies of materials are included.

ANSWERS TO QUESTIONS (STATE ACCOUNT)

- 1. Kansas Democratic State Committee State Account (#501913)
- 2. James W. Parrish, State Chairman PO Box 1914
 Topeka, Ks. 66601
- 3. No
- 4. NA
- 5. Yes

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- LOAN #5006332D, State Account Payments: (copies of all checks are included with the additional 12-13-83 \$ 812.49 #3938 #4029 materials.) 875.00 3-23-84 5,000.00 #4137 5-18-84 0 6-7-84 902.07 #4161 12-12-84 766.67 #4275 699.17 #4385 3-5-85 M LOAN #5006337D, State Account Payments 11-8-83 \$ 656.29 2-13-84 665.00 #3984 .0 3-1-84 1,500.00 #4009 4-2-84 657.41 #4041 10-5-84 676.17 #4216 0 655.64 #4322 1-16-85 598.77 #4404 3-21-85 17 #4425 3-21-85 1,500.00
- 07. Regarding Loan #5006332D, my understanding is that all concerned knew it was to be used for TV advertisements to benefit our Governor's reelection and state legislative and local races.

Regarding Loan #5006337D, my understanding is that all concerned knew it was to be used for "Coordinated Expenditures" on behalf of the Jim Slattery for Congress Campaign.

#4462

8. Copies of material are included.

4-1-85

1,000.00

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BEFORE THE FEDERAL BLECTION COMMISSIONE D

In the Matter of Robert L. Brock

MUR 1873 85 JUN 14 P4: 11

GENERAL COUNSEL'S REPORT

I. BACKGROUND



On January 8, 1985, the Commission determined that there is reason to believe that Robert L. Brock violated 2 U.S.C.

\$\$ 441a(a)(1)(C) and 441a(a)(3). Contributing to the

Commission's findings were two independent factual situations.

First, Mr. Brock was the reported guarantor of a total of \$30,000 in loans for the Kansas Democratic State Committee ("the Federal Account") in October, 1982. Mr. Brock guaranteed a loan for \$25,000; and also guaranteed \$5,000 of a \$20,000 loan.

Second, Mr. Brock made \$26,500 in contributions to other federal candidates and committees during the 1982 election cycle, apparently violating 2 U.S.C. § 441a(a)(3). Responding to the Commission's reason to believe finding, Mr. Brock admits exceeding the limits of this section of the Act, but denies the violations surrounding the guaranteed loans, stating these were intended for non-federal use. Additionally, he requests preprobable cause conciliation.

Addressing Mr. Brock's request, on May 23, 1985, the Commission determined not to enter into pre-probable cause conciliation pending a full review of the responses to interrogatories. As shown below, these answers provide a fuller picture of the presented transactions. Accordingly, this Office

-2recommends that the Commission enter into pre-probable cause conciliation at this time. a. The Loans Responding to the interrogatories, the parties admit the \$25,000 loan guaranteed by Mr. Brock was intended for state election activity. Federal Account Response to Interrogatories at #9. State Account Response to Interrogatories at #9. Brock Response at 1. Nevertheless, the Federal Account received this money into its depository account and disbursed this money using a check drawn on this account. Additionally, the committees' answers to the interrogatories indicate the \$20,000 loan was intended for federal purposes, and all guarantors were made aware CI of this fact. Mr. Brock, as a guarantor, asserts in his response 0 5 that he was not aware of this fact. In any event, receiving the 17 loan, the Federal Account disbursed the proceeds on a check drawn 0 on its account for a 1982 House of Representatives election. II. LEGAL ANALYSIS Violation of 2 U.S.C. § 441a(a)(1)(C) A. 10 The Act prohibits individuals from contributing more than CO \$5,000 to unauthorized political committees other than those of the national political parties. 2 U.S.C. § 441a(a)(1)(C). With regard to Mr. Brock's \$25,000 guaranteed loan, all concerned intended these funds to be used by the State Account for state election activity. It was not until after Mr. Brock quaranteed

-3what he thought was a loan for state election purposes that the loan proceeds were put into the Federal Account. Accordingly, this Office recommends that the Commission take no further action against Mr. Brock regarding possible violations stemming from this loan. Violation of 2 U.S.C. § 441a(a)(3) B. The Act imposes an annual individual contribution limitation of \$25,000 per year. 2 U.S.C. § 441a(a)(3). A contribution made to a candidate in a year other than the calendar year in which an election is held is considered to be made during the calendar year in which the election is held. 2 U.S.C. § 441a(a)(3). 5 During the 1982 election year cycle, Mr. Brock admits exceeding the Act's limitations by contributing \$26,500 to 20 CT 0 federal candidates and committees. (See attachment #1). Additionally, Mr. Brock's \$5,000 guarantee of the \$20,000 loan was 10 used for federal election activity. Consequently, Mr. Brock made 0 excessive contributions. 130 III. DISCUSSION OF CONCILIATION PROVISIONS AND CIVIL PENALTY 0 10 00

RECOMMENDATIONS IV.

- Take no further action regarding the Commission's earlier 1. finding of reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(1)(C).
- Enter into conciliation with Robert L. Brock prior to a 2. finding of probable cause to believe.
- Approve the attached conciliation agreement. 3.
- Approve the attached letter. 4.

Charles N. Steele General Counsel

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Associate General Counsel

Attachments

- March 1, 1985 letter to Robert L. Brock
- Proposed Conciliation Agreement
- 3. Letter to Respondent
- Brock Response (February 20, 1985) Respondent's Request for Pre-probable Cause Conciliation
- Response of the Kansas State Democratic Committee (May 10, 1985)

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 1, 1985

Robert L. Brock Brock Hotel Corporation 4441 W. Airport Freeway Irving, Texas 75062

RE: MUR 1873

Dear Mr. Brock:

This is in response to your request for a listing of contributions made by you during the 1982 election year cycle. The attached list compiled from our records indicates you made \$26,500 in contributions. Note a contribution made to a candidate in a year other than the calendar year in which the election is held is considered to be made during the calendar year in which the election is held. See 2 U.S.C. § 441a(a)(3).

Please indicate whether this is an accurate listing, documenting any claims of refunds with a copy of a cancelled check or similar memoranda.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at 202-523-4143.

Sincerely,

Charles N. Steele General Counsel

BA:

Kenneth A. Gr

Associate general Counsel

Enclosure Contribution List

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Listing of Contributions by Robert L. Brock - 1982

	Committee	Date	Amount
200			Amount
1.	Vandergriff for Congress	10/28/82	\$1000
2.	Blackburn for Congress	4/23/82	\$500
3.	Jim Slattery for Congress	12/23/81	\$1000
4.	Jim Slattery for Congress	8/27/82	\$1000
5.	Glickman for Congress	6/23/82	\$1000
6.	Democratic Congressional Dinner Committee	3/01/82	\$2000
7.	Senator Lloyd Benson Election Committee	9/08/81	\$500
8.	INN/PAC International Association of Political Action Committees	4/29/82	\$1000
9.	Democratic Congressional Campaign Committee	6/28/82	\$500
10.	Glickman for Congress Committee	4/12/82	 \$500
11.	Democratic Senatorial Campaign Committee	3/03/82	\$500
12.	Democratic Congressional Campaign Committee, Inc.	9/22/82	\$5000
13.	Democratic House & Senate Counsel	7/06/82	\$1500
14.	Democrats for the '80's	7/06/82	\$5000
15.	Rowe for Congress	9/30/82	\$500
16.	Democratic Congressional Campaign Committee, Inc.	10/18/82	\$2500
17.	Martin Frost Campaign Committee	10/25/82	\$500
18.	Kostar for Congress Committee	\$/0,3/82	\$1000

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Page 2 Contribution List

19.	DNC Services Corporation; Democratic National Committee	5/24/82	\$500
20.	Texas Democratic Party- Federal	10/25/82	\$500

Total

\$26,500

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Robert L. Brock
Brock Hotel Corporation
4441 West Airport Freeway
Irving, Gexas 75062

RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. §§ 44la(a)(1)(C) and 44la(a)(3). At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure

cc: Paul Pendergast





HAND DELIVERED 85 FEB21 A 9: 52

Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer February 20, 1985

FEDERAL EXPRESS

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR-1873

Robert L. Brock

Dear Ms. Reilly:

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I received the General Counsel's Factual and Legal Analysis in the above captioned matter on February 11, 1985, and wish to submit the following responses:

- l) With regard to the loans from the Highland Park Bank and Trust to the Kansas Democratic State Committee, it was my understanding that the proceeds were to be expended by the State Committee in behalf of State and local campaigns. At the request of state party officials, I agreed to guarantee these loans with the firm belief and assurance that this did not constitute contributions under the purview of the Federal Election Campaign Act;
- Regarding the allegation that I appear to have exceeded the \$25,000 yearly contribution limitation in 1982, I do not believe that to be the case. I was very much aware of the limitation and consulted closely with my accountant and personal secretary as my total contributions approached the limit. I made a conscious and deliberate effort to avoid exceeding the limit and do not believe that I did. May I ask what the basis is for this allegation? Are you able to provide me a list of my contributions which total in excess of that limitation? I would appreciate receiving such information so that I may compare it with my records. I am confident that I did not exceed the limitation and certainly did not consciously do so.

In conclusion, I wish to state that I strongly support the disclosure and limitation provisions of the Federal Election Act. I believe they are essential to the conduct of free and fair elections. I would never consciously or deliberately violate the law. If I have inadvertantly violated any provision of the laws, I ask that it be specified and I will take whatever corrective action is required.

Thank you for your consideration of this response.

Sincerely,

Robert L. Brock

RLB/glr

ATTACHMENT #>
4441 W. Airport Frwy. • Irving, TX 75062 • (214) 258-8500

Holiday Inns (licensed, . Park Suite Hotels . ShowBiz Pizza Place, Inc. . Brock Residence Inns, Inc.

65 APR | 5 P3: 05

Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

CERTIFIED MAIL

April 10, 1985

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873

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Robert L. Brock: Request for Conciliation

Dear Ms. Reilly:

Herewith I formally request to enter into conciliation regarding the above matter. Please advise at the earliest convenience as to a date and place and any required action on my part.

I have had my Administrative Assistant, Mary Kay Heldt, assisted by Paul Pendergast, and my accountants, the firm of Mize, Houser, Mehlinger & Kimes, checking records in order to find out how I could have over-contributed during the 1982 campaign.

First, I should tell you that my guarantee of certain bank borrowings by the Democratic State Committee of Kansas was solicited by the Director of the State Committee and other employees of the State Committee with the representation to me that the money would be used in the non-federal funds of the State Committee. Apparently, after obtaining the money from the bank, at least some of the money was deposited into the Federal Account, although they advise me that the money was actually spent on state candidates.

With respect to the over-contribution to federal candidates and committees in 1982, I checked frequently with my assistant and with the accounting firm mentioned above to find out if I was approaching my contribution limit. I intended to contribute the maximum, but certainly no more than that. Apparently what happened is that the people checking the records in the accountants office failed to take into consideration contributions made in 1981 when they advised me as to how much more I could still contribute without exceeding the limit.

Ms. Patty Reilly April 10, 1985 Page 2 I realize that this does not change the fact that the limit was exceeded, but to the best of my knowledge and belief this is actually what happened. I had not the slightest intention or reason to exceed any legal limits in any campaign. I would appreciate it if you will advise me with regard to the conciliation procedures. Sincerely, Robert L. Brock RLB/glr 0 c: Paul Pendergast 5 117 ((") 1.7 0

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Kansas Democratic State Committee

P.O. Box 1914
Topeka, Kanase 66601
(913) 234-0425
Jim Parrish
State Chair
Bill Beachy
Executive Director

May 10, 1985

John Warren McGarry, Chairman % Office of General Counsel Federal Election Commission 1325 K Street, NW Washington, D.C. 20463

RE: MUR 1873

Dear Mr McGarry:

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We have received your two "reason to believe" letters, the General Counsel's Factual and Legal Analysis" and your "Order to Submit Written Answers" in the above captioned matter. My written answers to the two sets of questions pertaining to the two loans are attached to this letter as Exhibits "A" and "B" which are made a part hereof by this reference.

I have been Chairman of the Kansas Democratic State Committee for only about three months now. So I trust that I have provided you with the necessary information and documents to resolve the questions that have been raised on these two loans initiated in October 1982. Because it appears to me that the one loan did indeed get deposited into the wrong account of the State Committee and that some of our faithful and timely payments on both loans through the year were therefore made from the wrong account resulting in their not being reported correctly, I ask that we enter into pre-probable cause to believe conciliation to resolve this.

I fully support the disclosure requirements of the Federal Election Act and assure you that there was no intention on the part of any of our elected officers or staff who prepared our reports to mislead anyone as to the nature of these two important loans or in their being correctly reported.

In addition to the resolution of the matter at hand, I would greatly appreciate whatever guidelines the FEC could send to insure that we continue reporting and repaying these loans correctly. My; intention is to make all remaining payments for Loan #5006337 from

Page 2 May 10, 1985 our Federal Account, payments for Loan #5006332 from our State Account and to report activity on Loan #5006337 only on subsequent Federal reports. Please let us know if there is any need to file amended reports, or do anything else in addition to the information provided with this letter to clear up this matter Most sincerely State Chair JP:jmm State of Kansas) County of Shawnee) ss: Be it remembered, that on this the day of mounty, 1985, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came 00 Jim Parrish who is personally known to me to be the same person who executed the foregoing document and duly acknowledged the execution of the same. 3 0 In testimony whereof, I have hereunto subscribed my name and affixes my official seal on the day and year last above written. . " 5 0 . My term expires: 4/15/89 (10

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ANSWERS TO QUESTIONS (FEDERAL ACCOUNT)

 James W. Parrish, State Chairman PO Box 1914 Topeka, KS 66601

8-29-84

- LOAN #5006332D, balance is \$20,000.
 LOAN #5006337D, balance is \$15,000.
- 3. LOAN #5006332D, Federal Account Payments:
 (Copies of all checks are included with the additional materials.)
 4-29-83 \$1,576.39 #228
 8-29-83 1,051.39 #253

#357

LOAN #5006337D, Federal Account Payments:
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6-29-83 833.28 #237
6-29-83 1,000.00 #238
7-26-84 645.54 #327

760.54

- LOAN #5006332D, State Account Payments: 12-13-83 \$ 812.49 #3938 3-23-84 875.00 #4029 M 5-18-84 5,000.00 #4137 6-7-84 902.07 #4161 0 12-12-84 766.67 #4275 .0 3-5-85 699.17 #4385
- 10 LOAN #5006337D, State Account Payments 11-8-83 . \$ 656.29 #3919 0 2-13-84 665.00 #3984 3-1-84 1,500.00 #4009 4-2-84 657.41 #4041 C 10-5-84 676.17 #4216 1-16-85 655.64 #4322 15 3-21-85 598.77 #4404 00 3-21-85 1,500.00 #4425 4-1-85 1,000.00 #4462
 - 5. (a.) All Disbursements are from the Federal Account.

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10-5-82	\$1,180.00	#202
10-14-82	796.50	#203
10-19-82	767.00	#206
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10-21-82	430.65	#208
10-21-82	315.52	#209
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ANSWERS TO QUESTIONS (STATE ACCOUNT)

- 1. Kansas Democratic State Committee State Account (#501913)
- James W. Parrish, State Chairman PO Box 1914 Topeka, Ks. 66601
- 3. No
- 4. NA
- 5. Yes

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- (copies of all checks are LOAN #5006332D, State Account Payments: #3938 included with the additional 12-13-83 \$ 812.49 #4029 materials.) 3-23-84 875.00 5,000.00 #4137 5-18-84 6-7-84 902.07 #4161 00 766.67 #4275 12-12-84 699.17 #4385 3-5-85 LOAN #5006337D, State Account Payments \$ 656.29 #3919 11-8-83 1 665.00 #3984 2-13-84 3-1-84 1,500.00 #4009 10 4-2-84 657.41 #4041 676.17 #4216 (10-5-84 655.64 #4322 1-16-85 598.77 #4404 3-21-85 1,500.00 #4425 3-21-85 (
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Regarding Loan #5006337D, my understanding is that all concerned knew it was to be used for "Coordinated Expenditures" on behalf of the Jim Slattery for Congress Campaign.

#4462

8. Copies of material are included.

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

July 10, 1985

Jim Parrish, State Chairperson The Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee - State Account

Dear Mr. Parrish:

On April 4, 1985, the Commission found reason to believe that the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i). Additionally, on June 25, 1985, the Commission found reason to believe the Committee violated 2 U.S.C. § 441b. At your request, the Commission determined on June 25, 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross

Associate General Counsel

Enclosure

cc: The Kansas Democratic

State Committee Federal Account and Eugene Anderson, as treasurer



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

July 10, 1985

Robert L. Brock Brock Hotel Corporation 4441 West Airport Freeway Irving, Gexas 75062

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. \$\$ 441a(a)(1)(C) and 441a(a)(3). At your request, the Commission determined on June 25, 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

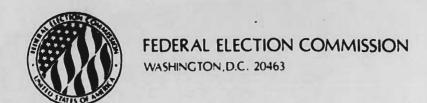
Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross / Associate General Counsel

Enclosure

cc: Paul Pendergast



Lanny Kimbrough, President
The Hyland Park Bank & Trust
of Topeka, Kansas
2100 S.E. 29th Street
Topeka, Kansas 66605

Re: MUR 1873
The Hyland Park Bank & Trust
of Topeka, Kansas

Dear Mr. Kimbrough:

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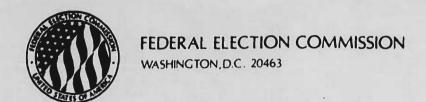
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This is to advise you that after an investigation was conducted, the Commission concluded on , 1985, that there is no probable cause to believe that the Hyland Park Bank & Trust of Topeka, Kansas violated the Act. Accordingly the file in this matter, numbered MUR 1873, has been closed as it pertains to the bank. This matter will become part of the public record within 30 days, after it has been closed with respect to all other respondents involved. Should you wish to submit any factual or legal materials to appear on the public record, please do so within 10 days. The Commission reminds you, however, that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter has been closed. The Commission will notify you when the entire file has been closed.

If you have any questions, contact Patty Reilly, the attorney assigned to handle this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Counsel



Jim Parrish, State Chairperson The Kansas Democratic State Committee P.O. Box 1914 Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee - State Account

Dear Mr. Parrish:

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On April 4, 1985, the Commission found reason to believe that the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i). Additionally, on June 25, 1985, the Commission found reason to believe the Committee violated 2 U.S.C. § 441b. At your request, the Commission determined on June 25, 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure
cc: The Kansas Democratic
State Committee Federal Account and Eugene Anderson,
as treasurer



FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

Eugene Anderson, Treasurer
The Kansas Democratic State Committee Federal Account
P.O. Box 1914
Topeka, Kansas 66601

RE: MUR 1873
The Kansas Democratic State
Committee - Federal Account and
Eugene Anderson, as treasurer

Dear Mr. Anderson:

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On January 8, 1985, the Commission found reason to believe that the Kansas Democratic State Committee - Federal Account and you, as treasurer, violated 2 U.S.C. §§ 441a(f) and 441b, as well as 11 C.F.R. §§ 104.11(a) and 104.3(b)(3)(iii). Additionally, on April 4, 1985, the Commission found reason to believe the Committee violated 11 C.F.R. § 102.5(a)(1)(i). Finally, on , 1985, the Commission found reason to believe the Committee and you, as treasurer, violated 2 U.S.C. § 441b. At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a copy of a conciliation agreement that the Commission has approved in settlement of this matter. The original of this agreement has been sent to the Kansas Democratic State Committee State Account. If you agree with the provisions of that agreement, please sign the original and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or

Letter to Eugene Anderson Page 2 suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143. Sincerely, Charles N. Steele General Counsel BY: Kenneth A. Gross Associate General Counsel Enclosure cc: The Kansas Democratic State Committee Federal Account and Eugene Anderson, as treasurer M 0 ... 10 10 2 0 10 00



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Robert L. Brock
Brock Hotel Corporation
4441 West Airport Freeway
Irving, Gexas 75062

RE: MUR 1873 Robert L. Brock

Dear ME. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. §§ 44la(a)(1)(C) and 44la(a)(3). At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel

Enclosure

cc: Paul Pendergast



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Robert L. Brock
Brock Hotel Corporation
4441 West Airport Freeway
Irving, Gexas 75062

RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. §§ 44la(a)(1)(C) and 44la(a)(3). At your request, the Commission determined on , 1985, to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible. If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143.

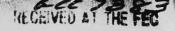
Sincerely,

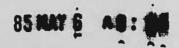
Charles N. Steele General Counsel

BY: Kenneth A. Gross Associate General Counsel

Enclosure

cc: Paul Pendergast







Kansas Democratic State Committee

P.O. Box 1914 Topeka, Kaness 96601 (913) 234-0425

Jim Parrich State Chair

Bill Beachy Executive Director

May 3, 1985

Patty Reilly General Counsels Office Federal Election Commission Washington, D.C. 20463

Re: MUR 1873

Dear Patty:

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Kenneth Gross suggested when I called for you today, that I write you regarding our needing a one-week extension to respond to your two April 22, 1985 "reason to believe" letters. We need those extra days because it is taking longer than I had anticipated when I talked with you before to retrieve all the old checks and documents from storage.

Thanks for your consideration.

Sincerely

Bill Beachy

BB: jmm



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Box 1914 Topeka, Kansas 66601





Patty Reilly General Counsels Office Federal Election Commission Washington, D.C. 20463









BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of Robert L. Brock

MUR 1873 15 1417 27 A 0: 55

GENERAL COUNSEL'S REPORT

SENSITIVE

I. BACKGROUND

On January 8, 1985, the Commission determined that there is reason to believe that Robert L. Brock violated 2 U.S.C. \$\ \\$\ 44\la(a)(1)(C) and 44\la(a)(3). Contributing to the Commission's findings were two independent factual situations.

First, Mr. Brock guaranteed \$30,000 in loans for the Kansas Democratic State Committee ("the Committee"), a registered committee with the Commission and a respondent in this matter. Because of indications these loans were not made in the ordinary course of business, the Commission also found reason to believe that the Committee violated 2 U.S.C. § 441(b) and 11 C.F.R. §§ 104.11(a) and 104.3(b)(3). Reviewing the Committee's answers to interrogatories, it appears these guaranteed loans were intended for the Committee's state account and consequently should not have been used for federal purposes. Accordingly, on April 4, 1985, the Commission found reason to believe the Committee's use of these loans violated 11 C.F.R. § 102.5(a)(1)(i).

Second, Mr. Brock made \$26,500 in contributions to other federal candidates and committees during the 1982 election cycle, apparently violating 2 U.S.C. § 441a(a)(3). Responding to the Commission's reason to believe finding, Mr. Brock admits

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-2exceeding the limits of this section of the Act, but denies the quaranteed loans were intended for federal uses. Additionally, he requests pre-probable cause conciliation. Violation of 2 U.S.C. § 44la(a)(3) The Act imposes an annual individual contribution limitation of \$25,000 per year. 2 U.S.C. § 44la(a)(3). A contribution made to a candidate in a year other than the calendar year in which an election is held is considered to be made during the calendar year in which the election is held. 2 U.S.C. § 441a(a)(3). During the 1982 election year cycle, Mr. Brock admits exceeding the Act's limitations by contributing \$26,500 to 20 federal candidates and committees. (See attachment 1). 20 Consequently, he made \$1,500 in excessive contributions. 0 .0 В. Violation of 2 U.S.C. § 441a(a)(1)(C) 10 The Act prohibits individuals from contributing more than 0 \$5,000 to unauthorized political committees other than those of 1 the national political parties. 2 U.S.C. § 441a(a)(1)(C). -Mr. Brock guaranteed a total of \$30,000 in loans, stating he 10 intended loansto be used for state activity. Brock Response of 00 February 20, 1985. Brock Response of April 10, 1985. The Committee improperly used the \$25,000 loan to benefit its federal account. It is unknown whether a second loan of \$5,000 guaranteed by the Respondent was also placed in the Federal account, but the Federal account admits that these monies were used to influence a Federal election.

-3-Because of uncertainties regarding how the Committee used these loans and into which accounts they were deposited, this Office recommends that the Commission not grant Mr. Brock's request pending review of the Federal account's responses to interrogatories (remained May 16, 1985) Such a review will permit this Office to draft a complete and accurate conciliation agreement for Mr. Brock. Accordingly, this Office will return to the Commission with Mr. Brock's request after reviewing the Federal account's answers. RECOMMENDATIONS II. Decline at this time to enter into conciliation with 1. Robert L. Brock prior to a finding of probable cause to believe. 2. Approve the attached letter. 0 0 Charles N. Steele General Counsel 10 T Kenneth A. Gross (" Associate General Counsel

Attachments

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- 1. March 1, 1985 letter to Robert L. Brock
- 2. Letter to Respondent
- 3. Brock Response (February 20, 1985)
- 4. Respondent's Request for Pre-probable Cause Conciliation
- 5. Response of the Kansas State Democratic Committee (February 19, 1985)

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 1, 1985

Robert L. Brock Brock Hotel Corporation 4441 W. Airport Freeway Irving, Texas 75062

RE: MUR 1873

Dear Mr. Brock:

This is in response to your request for a listing of contributions made by you during the 1982 election year cycle. The attached list compiled from our records indicates you made \$26,500 in contributions. Note a contribution made to a candidate in a year other than the calendar year in which the election is held is considered to be made during the calendar year in which the election is held. See 2 U.S.C. § 441a(a)(3).

Please indicate whether this is an accurate listing, documenting any claims of refunds with a copy of a cancelled check or similar memoranda.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at 202-523-4143.

Sincerely,

Charles N. Steele General Counsel

By: K

Kenneth A.

Associate general Counsel

Enclosure

Contribution List

Listing of Contributions by Robert L. Brock - 1982

	Committee	Date	Amount
1.	Vandergriff for Congress	10/28/82	\$1000
2.	Blackburn for Congress	4/23/82	\$500
3.	Jim Slattery for Congress	12/23/81	\$1000
4.	Jim Slattery for Congress	8/27/82	\$1000
5.	Glickman for Congress	6/23/82	\$1000
6.	Democratic Congressional Dinner Committee	3/01/82	\$2000
7.	Senator Lloyd Benson Election Committee	9/08/81	\$500
8.	INN/PAC International Association of Political Action Committees	4/29/82	\$1000
9.	Democratic Congressional Campaign Committee	6/28/82	\$500
10.	Glickman for Congress Committee	4/12/82	\$500
11.	Democratic Senatorial Campaign Committee	3/03/82	\$500
12.	Democratic Congressional Campaign Committee, Inc.	9/22/82	\$5000
13.	Democratic House & Senate Counsel	7/06/82	\$1500
14.	Democrats for the '80's	7/06/82	\$5000
15.	Rowe for Congress	9/30/82	. \$500
16.	Democratic Congressional Campaign Committee, Inc.	10/18/82	\$2500
17.	Martin Frost Campaign Committee	10/25/82	\$500
18.	Kostar for Congress Committee	8/03/82	\$1000

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Page 2 Contribution List

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19.	DNC Services Corporation; Democratic National Committee	5/24/82	\$500
20.	Texas Democratic Party- Federal	10/25/82	\$500

Total

\$26,500



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Robert L. Brock Brock Hotel Corporation 4441 West Airport Freeway Irving, Texas 75062

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. §§ 441a(a)(1)(C) and 441a(a)(3). At your request, the Commission, on , 1985, considered your request to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. Because incomplete responses have been received from other Respondents in this matter, the Commission determined not to grant your request at this time. After the completion of further investigation, the Commission will reconsider your request.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele General Counsel

BY: Kenneth A. Gross
Associate General Counsel



Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer February 20, 1985

FEDERAL EXPRESS

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873

Robert L. Brock

Dear Ms. Reilly:

I received the General Counsel's Factual and Legal Analysis in the above captioned matter on February 11, 1985, and wish to submit the following responses:

- l) With regard to the loans from the Highland Park Bank and Trust to the Kansas Democratic State Committee, it was my understanding that the proceeds were to be expended by the State Committee in behalf of State and local campaigns. At the request of state party officials, I agreed to guarantee these loans with the firm belief and assurance that this did not constitute contributions under the purview of the Federal Election Campaign Act;
- 2) Regarding the allegation that I appear to have exceeded the \$25,000 yearly contribution limitation in 1982, I do not believe that to be the case. I was very much aware of the limitation and consulted closely with my accountant and personal secretary as my total contributions approached the limit. I made a conscious and deliberate effort to avoid exceeding the limit and do not believe that I did. May I ask what the basis is for this allegation? Are you able to provide me a list of my contributions which total in excess of that limitation? I would appreciate receiving such information so that I may compare it with my records. I am confident that I did not exceed the limitation and certainly did not consciously do so.

In conclusion, I wish to state that I strongly support the disclosure and limitation provisions of the Federal Election Act. I believe they are essential to the conduct of free and fair elections. I would never consciously or deliberately violate the law. If I have inadvertantly violated any provision of the laws, I ask that it be specified and I will take whatever corrective action is required.

Thank you for your consideration of this response.

Sincerely,

Robert L. Brock

RLB/glr

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ATTACHMENT # 5
4441 W. Airport Frwy. • Irving, TX 75062 • 1214) 258-8500



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Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

CERTIFIED MAIL

April 10, 1985

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873

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Robert L. Brock: Request for Conciliation

Dear Ms. Reilly:

Herewith I formally request to enter into conciliation regarding the above matter. Please advise at the earliest convenience as to a date and place and any required action on my part.

I have had my Administrative Assistant, Mary Kay Heldt, assisted by Paul Pendergast, and my accountants, the firm of Mize, Houser, Mehlinger & Kimes, checking records in order to find out how I could have over-contributed during the 1982 campaign.

First, I should tell you that my guarantee of certain bank borrowings by the Democratic State Committee of Kansas was solicited by the Director of the State Committee and other employees of the State Committee with the representation to me that the money would be used in the non-federal funds of the State Committee. Apparently, after obtaining the money from the bank, at least some of the money was deposited into the Federal Account, although they advise me that the money was actually spent on state candidates.

With respect to the over-contribution to federal candidates and committees in 1982, I checked frequently with my assistant and with the accounting firm mentioned above to find out if I was approaching my contribution limit. I intended to contribute the maximum, but certainly no more than that. Apparently what happened is that the people checking the records in the accountants office failed to take into consideration contributions made in 1981 when they advised me as to how much more I could still contribute without exceeding the limit.

Ms. Patty Reilly April 10, 1985 Page 2 I realize that this does not change the fact that the limit was exceeded, but to the best of my knowledge and belief this is actually what happened. I had not the slightest intention or reason to exceed any legal limits in any campaign. I would appreciate it if you will advise me with regard to the conciliation procedures. Sincerely, 0 Robert L. Brock RLB/glr 0 c: Paul Pendergast 5 10 0 37 C 10 00

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Kansas Democratic State Committee

P.O. Box 1914 Topeka, Kanses 66601 (913) 234-0425

Pat Lehman Chairperson

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Bill Beachy Executive Director February 19, 1985

Patty Reilly General Counsels Office Federal Elections Commission Washington, D. C. 20463

Dear Patty,

Enclosed are the answers to the Interrogatories regarding MUR 1873.

Regarding the loan #5006332D for \$25,000.00 that was used for the generic Democratic ads, I have been able to trace its receipt and later disbursement through our Federal Account, which I'm afraid was a mistake made by the State Committee's Staff back in 1982. Because the ads were used for the benefit of our Kansas Governor's reelection and state legislative and local races there was no need for them to have been paid from the Federal Account or to have been reported on that 1982 FEC report or subsequent reports.

Further, due to the fact that the loan was deposited into and then disbursed from the wrong account and the fact that subsequent interest payments for each of the two loans in question were made from our State Account the FEC report did not reflect those payments.

I will give you a call within a couple days to discuss what the next steps are regarding our remedying this matter.

Sincerely,

Bill Beachy

Executive Director

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ATTACHMENT # 5

ANSWERS TO INTERROGATORIES

- Kansas Democratic State Committee
 O. Box 1914
 Topeka, KS 66601
- Bill Beachy, Executive Director
 P. O. Box 1914
 Topeka, KS 66601
- 3. Yes

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- i) Loan 5006332D:
 Robert L. Brock \$25,000.00
 Loan 5006337D:
 Robert L. Brock \$5,000.00
 Gary H. Keller \$5,000.00
 John F. Frieden \$5,000.00
 Jim Parrisn \$5,000.00
- ii) Loan 5006332D
 October 18, 1982
 Loan 5006337D
 October 20, 1982
- iii) The loans were due on ninety (90) day renewable notes.
- iv) Payable on demand with accrued interest due and payable each ninety (90) days.
- v) 13.5% on each loan
- 4. i) Loan 5006332D:
 May 1, 1983 12.5%
 August 29, 1983 13.0%
 November 27, 1983 2% over Highland Park Bank Lending Index
 Rate-Floating

Loan 5006337D:
March 1, 1983 12.0%

June 29, 1983 13.5%

September 27, 1983 14.0%

December 26, 1983 2% over Highland Park Bank Lending Index Rate-Floating

ii) The terms of the renogotiations were the same as the original loans except that the interest rates were changed as shown above. Each of the renegotiated loans were set up for a ninety (90) day interest payment. There were no additional guarantors.

SENSITIVE



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

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May 13, 1985

MEMORANDUM

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The Commission

FROM:

Charles N. Steele

General Counsel

SUBJECT: MUR # 1873

Attached for the Commission's review is a brief stating the position of the General Counsel on the legal and factual issues of the above-captioned matter. A copy of this brief and a letter notifying the respondent of the General Counsel's intent to recommend to the Commission a finding of no probable cause to believe was mailed on May 13, 1985. Following receipt of the Respondent's reply to this notice, this Office will make a further report to the Commission.

Attachments

- 1. Brief
- 2. Letter to Respondents

BEFORE THE FEDERAL ELECTION COMMISSION In the Matter of The Hyland Park Bank and Trust of **MUR 1873** Topeka, Kansas GENERAL COUNSEL'S BRIEF STATEMENT OF THE CASE I. On January 8, 1985 the Commission found reason to believe that the Hyland Park Bank and Trust of Topeka, Kansas ("the Bank") violated 2 U.S.C. § 441b by making bank loans not in the ordinary course of business to a political committee. The Kansas Democratic State Committee ("the Federal Account") was the recipient of these loans. Underlying the Commission's finding were the Federal Account's reports of irregular payments on the interest and principal on these loans, as well as the Federal Accounts failure to report due dates and interest. .0 Responding to the Commission's reason to believe finding, 50 0 the Bank denied that these loans were not in the ordinary course 1 of business, stating it had made efforts to keep the interest on **C** these loans current (although the Federal Account appears to have 10 made some late payments). Additionally, the Bank indicated the CO principal on these loans had been reduced by amounts greater than reported by the Federal Account. Finally, the Bank enclosed ledger sheets evidencing these loans. II. LEGAL ANALYSIS The Act defines a contribution to include a loan or anything of value given with the purpose of influencing a federal election. 2 U.S.C. § 431(8)(a)(i). Excluded from this definition are bank loans made in the ordinary course of

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business, provided such loans are evidenced by a written instrument, subject to a due date or amortization schedule, and bear the usual and customary rate of the lending institution.

2 U.S.C. § 431(8)(B)(vii). Bank loans not made in the ordinary course of business are prohibited bank contributions, violating 2 U.S.C. § 441b.

It appears the Bank's loans to the Federal Account fall within the stated exception of 2 U.S.C. § 431(8)(B)(vii). This Office recommends this result because the Bank has provided evidence of the loan terms including that the loans were 90 day renewable notes, enclosed the ledger states indicating due dates, and has indicated that the rate of interest on these loans were 2% over the Bank's Lending Index. 1/ Additionally, the Bank asserts it made efforts to keep these loans current.

Accordingly, this Office recommends that the Commission find no probable cause to believe the Bank violated 2 U.S.C. § 441b.

III. GENERAL COUNSEL'S RECOMMENDATION

Find no probable cause to believe the Hyland Park National Bank of Topeka, Kansas violated 2 U.S.C. § 4416(a).

9 May 1987

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Char**Yes N.** Steele General Counsel

^{1/} Furthermore, responses from other Respondents indicate these loans may not have been borrowed with the stated intention of use for federal activity.

FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463 May 13, 1985 Mr. Lanny Kimbrough, President The Hyland Park Bank & Trust of Topeka, Kansas P.O. Box 5228 Topeka, Kansas 66605 RE: MUR 1873 The Hyland Park Bank & Trust of Topeka, Kansas Dear Mr. Kimbrough: Based on information ascertained in the normal course of carrying out its supervisory responsibilities, and information supplied by you, the Federal Election Commission, on January 8, 1985, found reason to believe that the Hyland Park Bank and Trust of Topeka, Kansas had violated 2 U.S.C. § 44lb, a provision of 0 the Act and instituted an investigation of this matter. After considering all the evidence available to the Commission, the Office of General Counsel is prepared to 10 recommend that the Commission find no probable cause to believe 0 that a violation has occurred. The Commission may or may not approve the General Counsel's Recommendation. 3 Submitted for your review is a brief stating the position of C the General Counsel on the legal and factual issues of the case. Within fifteen days of your receipt of this notice, you may file 10 with the Secretary of the Commission a brief (10 copies if 00 possible) stating your position on the issues and replying to the brief of the General Counsel. Three copies of such brief should also be forwarded to the Office of General Counsel, if possible. The General Counsel's brief and any brief which you submit will be considered by the Commission before proceeding to a vote of no probable cause to believe a violation has occurred. Should you have any questions, please coppact Patty Reilly, the attorney assigned to handle this matter at (202) 523-4143. Sincere! Charles N. Steele General Counsel Enclosure Brief

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Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

CERTIFIED MAIL

April 10, 1985

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873

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Robert L. Brock: Request for Conciliation

Dear Ms. Reilly:

Herewith I formally request to enter into conciliation regarding the above matter. Please advise at the earliest convenience as to a date and place and any required action on my part.

I have had my Administrative Assistant, Mary Kay Heldt, assisted by Paul Pendergast, and my accountants, the firm of Mize, Houser, Mehlinger & Kimes, checking records in order to find out how I could have over-contributed during the 1982 campaign.

First, I should tell you that my guarantee of certain bank borrowings by the Democratic State Committee of Kansas was solicited by the Director of the State Committee and other employees of the State Committee with the representation to me that the money would be used in the non-federal funds of the State Committee. Apparently, after obtaining the money from the bank, at least some of the money was deposited into the Federal Account, although they advise me that the money was actually spent on state candidates.

With respect to the over-contribution to federal candidates and committees in 1982, I checked frequently with my assistant and with the accounting firm mentioned above to find out if I was approaching my contribution limit. I intended to contribute the maximum, but certainly no more than that. Apparently what happened is that the people checking the records in the accountants office failed to take into consideration contributions made in 1981 when they advised me as to how much more I could still contribute without exceeding the limit.

Ms. Patty Reilly April 10, 1985 Page 2 I realize that this does not change the fact that the limit was exceeded, but to the best of my knowledge and belief this is actually what happened. I had not the slightest intention or reason to exceed any legal limits in any campaign. I would appreciate it if you will advise me with regard to the conciliation procedures. Sincerely, Robert L. Brock Ca RLB/glr 0 c: Paul Pendergast .0 10 0 न C 10 00

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Kansas Democratic State Committee

P.O. Box 1914 Topoka, Kansas 66601 (913) 234-0425

Jim Parrish State Chair

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Bill Beachy Executive Director May 10, 1985

John Warren McGarry, Chairman & Office of General Counsel Federal Election Commission 1325 K Street, NW Washington, D.C. 20463

RE: MUR 1873

Dear Mr McGarry:

We have received your two "reason to believe" letters, the General Counsel's Factual and Legal Analysis" and your "Order to Submit Written Answers" in the above captioned matter. My written answers to the two sets of questions pertaining to the two loans are attached to this letter as Exhibits "A" and "B" which are made a part hereof by this reference.

I have been Chairman of the Kansas Democratic State Committee for only about three months now. So I trust that I have provided you with the necessary information and documents to resolve the questions that have been raised on these two loans initiated in October 1982. Because it appears to me that the one loan did indeed get deposited into the wrong account of the State Committee and that some of our faithful and timely payments on both loans through the year were therefore made from the wrong account resulting in their not being reported correctly, I ask that we enter into pre-probable cause to believe conciliation to resolve this.

I fully support the disclosure requirements of the Federal Election Act and assure you that there was no intention on the part of any of our elected officers or staff who prepared our reports to mislead anyone as to the nature of these two important loans or in their being correctly reported.

In addition to the resolution of the matter at hand, I would agreatly appreciate whatever guidelines the FEC could send to insure that we continue reporting and repaying these loans correctly. My intention is to make all remaining payments for Loan #5006337 from

Page 2 May 10, 1985 our Federal Account, payments for Loan #5006332 from our State Account and to report activity on Loan #5006337 only on subsequent Federal reports. Please let us know if there is any need to file amended reports, or do anything else in addition to the information provided with this letter to clear up this matter Most sincerely Jim Parrish State Chair JP: jmm State of Kansas)
County of Shawnee)
s: Be it remembered, that on this 6^{th} day of 6^{th} , 1985, before me, the undersigned, a Notary Public in and for the County/and State aforesaid, came Jim Parrish who is personally known to me to be the same person who executed the foregoing document and duly acknowledged the execution of the same. 0 In testimony whereof, I have hereunto subscribed my name and affixes my official . seal on the day and year last above written. 10 0 3 My term expires: 4/15/89 0 1.0 00

ANSWERS TO QUESTIONS (FEDERAL ACCOUNT)

#327

- James W. Parrish, State Chairman PO Box 1914 Topeka, KS 66601
- LOAN #5006332D, balance is \$20,000.
 LOAN #5006337D, balance is \$15,000.
- 3. LOAN #5006332D, Federal Account Payments:
 (Copies of all checks are included with the additional materials.)

 4-29-83
 \$1,576.39
 #228

 8-29-83
 1,051.39
 #253

 8-29-84
 760.54
 #357

LOAN #5006337D, Federal Account Payments: 3-1-83 \$ 853.74 #227 6-29-83 833.28 #237 6-29-83 1,000.00 #238

645.54

4. LOAN #5006332D, State Account Payments:

7-26-84

C

12-13-83 \$ 812.49 #3938 3-23-84 875.00 #4029 5-18-84 5,000.00 #4137 6-7-84 902.07 #4161 0 12-12-84 766.67 #4275 1 699.17 3-5-85 #4385

LOAN #5006337D, State Account Payments
11-8-83 \$ 656.29 #3919

2-13-84 665.00 #3984 3-1-84 1,500.00 #4009 4-2-84 657.41 #4041 10-5-84 676.17 #4216

1.0 1-16-85 655.64 #4322 3-21-85 598.77 #4404 3-21-85 1,500.00 #4425 4-1-85 1,000.00 #4462

5. (a.) All Disbursements are from the Federal Account.

10-5-82 \$1,180.00 #202 10-14-82 796.50 #203 767.00 10-19-82 #206 319.29 10-21-82 #207 10-21-82 430.65 #208 10-21-82 315.52 #209 10-21-82 440.51 #210 10-21-82 357.28 #211 10-21-82 \$1,617.59 #212 10-25-82 875.65 #213 10-25-82 1,107.40 #214 10-25-82 707.20 #215 10-25-82 1,137.35 #216 1,312.22 10-25-82 #217

(a.) (cont) 5. 10-25-82 3,805.34 #218 10-26-82 60.76 #219 22.02 10-26-82 #220 12- 7-82 705.65 #222 12 -9-82 1,000.00 #223 12 -9-82 2,301.92 #224 5. (b) Year End Report 1982, Schedule F, pages 1 - 3 6. (a.) 10-15-82, \$25,000.00, Federal Account #204 (copy included with additional material.) (b.) Year End Report 1982, Schedule B, page 1 Regarding Loan #5006332D, it was about this time that we realized the 7. loan should never have been deposited to or disbursed from our Federal Therefore, it was not reported. Account. Regarding loan #5006337D, it was not reported due to an omission. Regarding loan #5006332D, due to notices from FEC at the time the Year 0 End Report was made we felt it best to continue reporting the loan until the entire matter was cleared up. 1 Regarding Loan #506337D, we realized the earlier omission and reported 1.3 it as it was supposed to be. 0 V9. Regarding Loan #5006332D, my understanding is that all concerned knew it was to be used for TV advertisements to benefit our Governor's C reelection and state legislative and local races. 10 Regarding Loan #5006337D, my understanding is that all concerned knew it was to be used for "Coordinated Expenditures" on behalf of the 00 Jim Slattery for Congress Campaign. 10. Kansas Democratic State Committee 11. NO 12. Copies of materials are included.

ANSWERS TO QUESTIONS (STATE ACCOUNT)

- 1. Kansas Democratic State Committee State Account (#501913)
- James W. Parrish, State Chairman PO Box 1914 Topeka, Ks. 66601
- 3. No
- 4. NA
- 5. Yes

10

6.	LOAN	12-13-83	State Account \$ 812.49	#3938	(copies of all checks are included with the additional
0		3-23-84 5-18-84	875.00 5,000.00	#4029 #4137	materials.)
CI		6-7-84 12-12-84	902.07 766.67	#4161 #4275	
S.		3-5-85	699.17	#4385	
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		11-8-83	\$ 656.29	#3919	
10		2-13-84	665.00	#3984	
10		3-1-84	1,500.00	#4009	
410.6		4-2-84	657.41	#4041	
0		10-5-84	676.17	#4216	
		1-16-85	655.64	#4322	
£1.		3-21-85	598.77	#4404	
455		3-21-85	1,500.00	#4425	
C		4-1-85	1.000.00	#4462	

©7. Regarding Loan #5006332D, my understanding is that all concerned knew it was to be used for TV advertisements to benefit our Governor's reelection and state legislative and local races.

Regarding Loan #5006337D, my understanding is that all concerned knew it was to be used for "Coordinated Expenditures" on behalf of the Jim Slattery for Congress Campaign.

8. Copies of material are included.

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FEDERAL ACCOUNT

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PO BOX 1914

TOPEKA

KANSAS DEHOCRATIC COMMITTEE

NORTH PLAZA STATE BANK

2014 NORTH TOPEKA AVENUE TOPEKA, KANSAS 66608

MEMBER FDIC

STATEMENT DATE

10/29/82

KS 66601

30-909-5 ACCOUNT NUMBER

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> DIRECT INQUIRIES TO NORTH PLAZA STATE BANK, BOX 8328, TOPEKA, KANSAS 66608 TELEPHONE 913 235 0001

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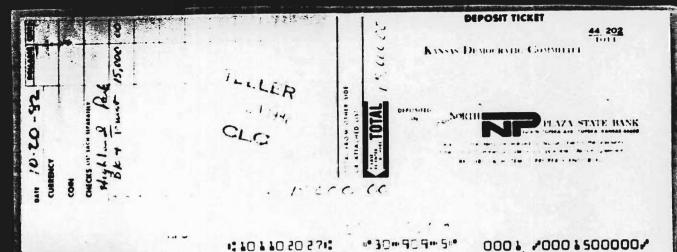
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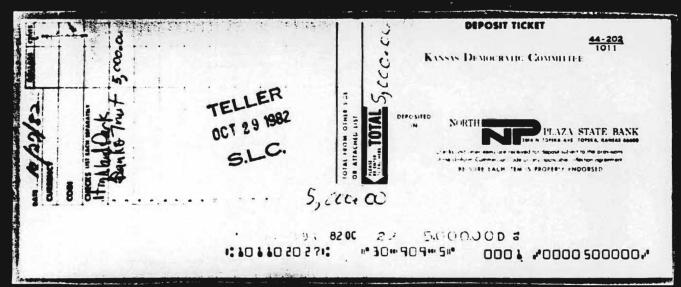
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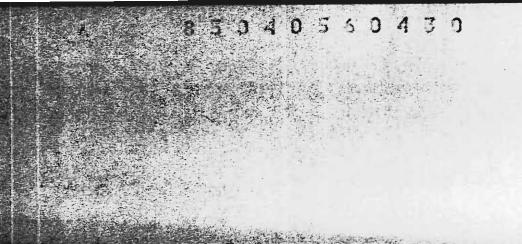
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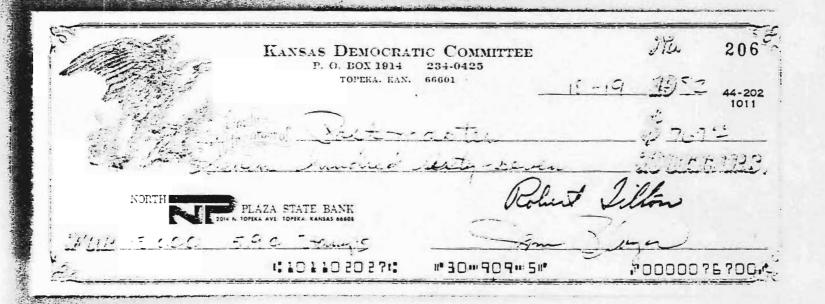
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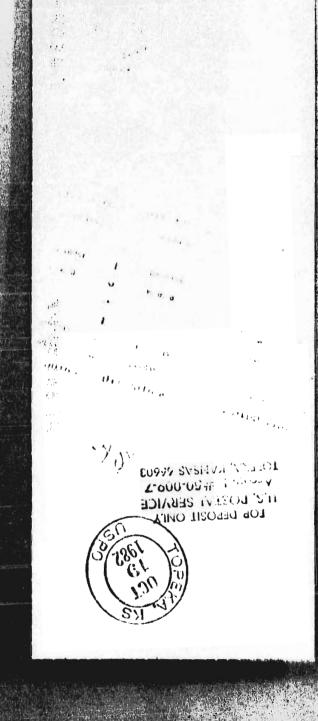
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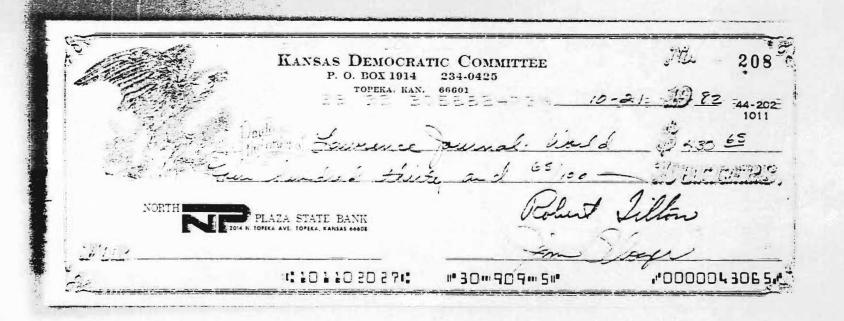




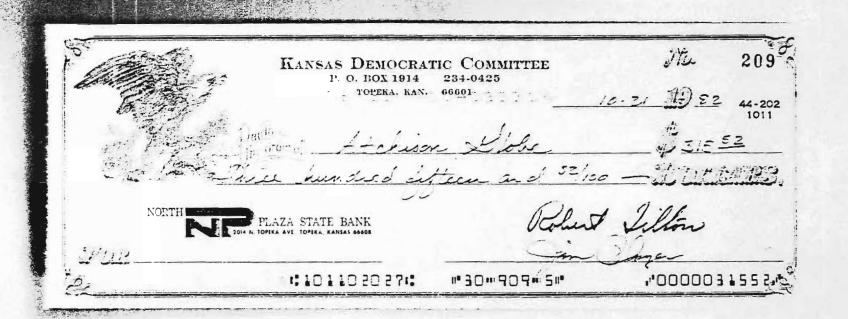
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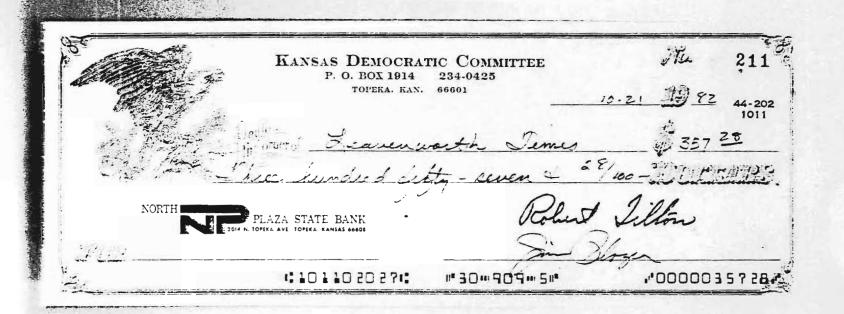


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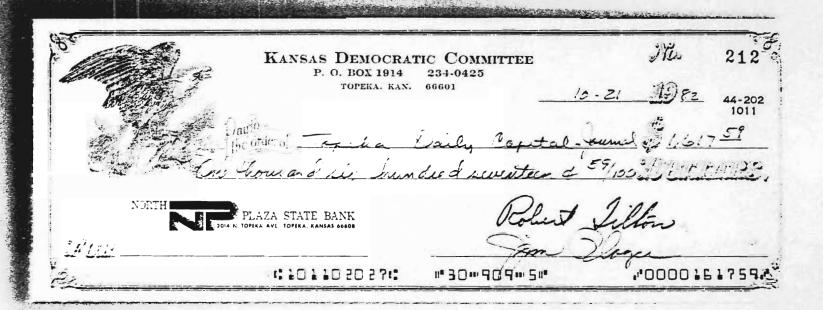


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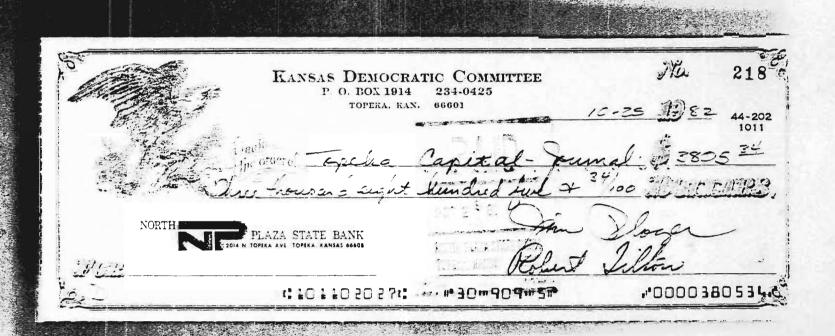
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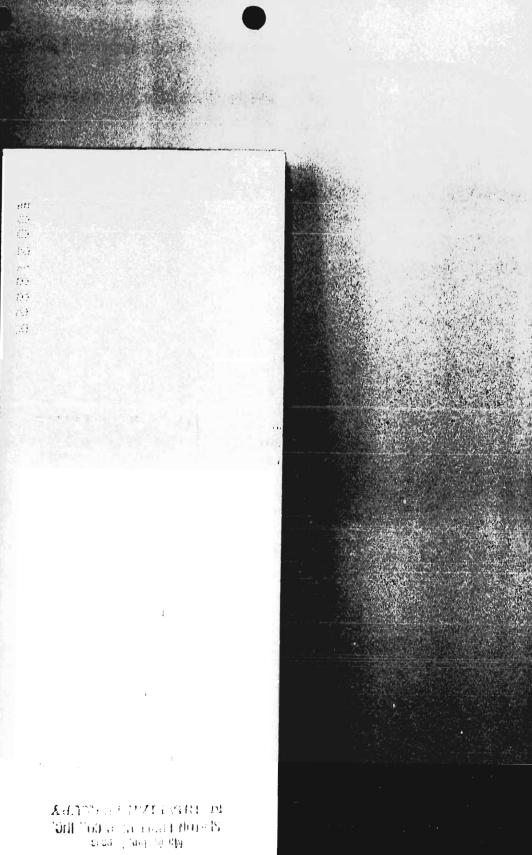


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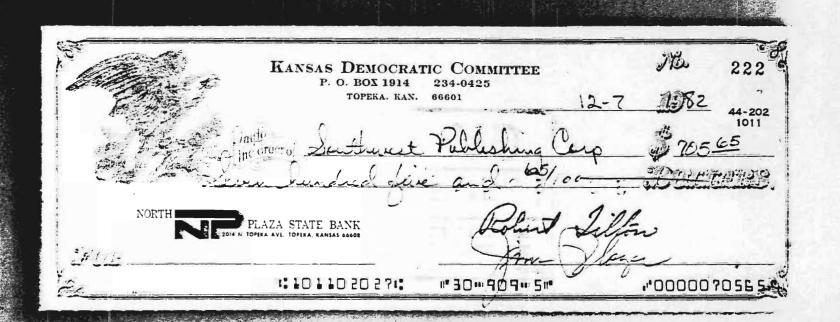


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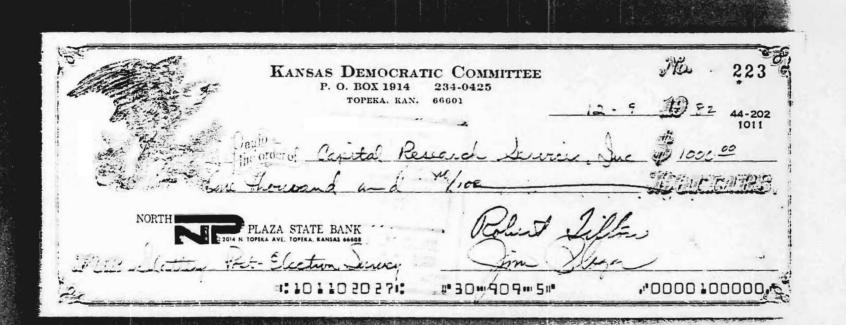




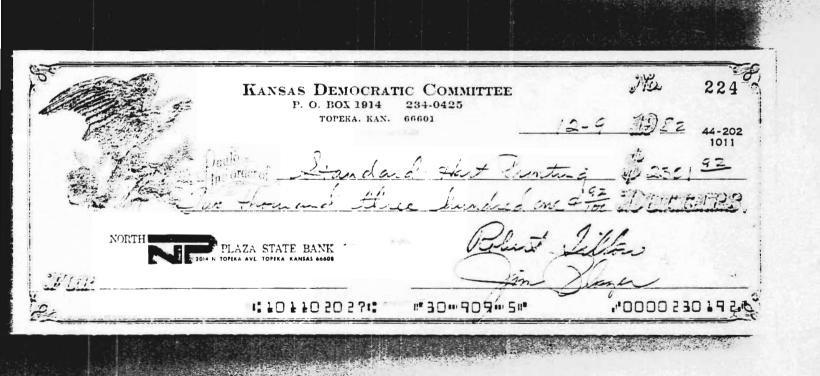
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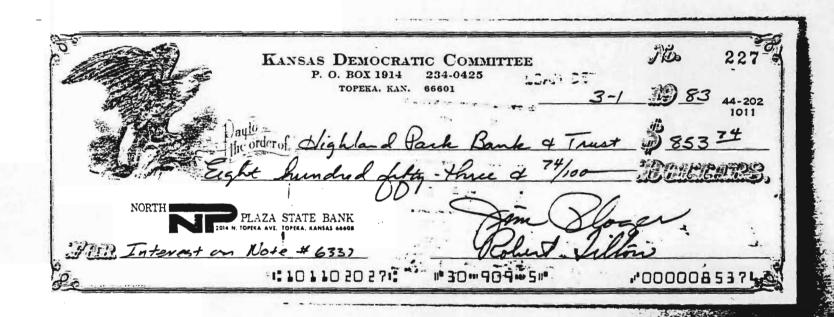
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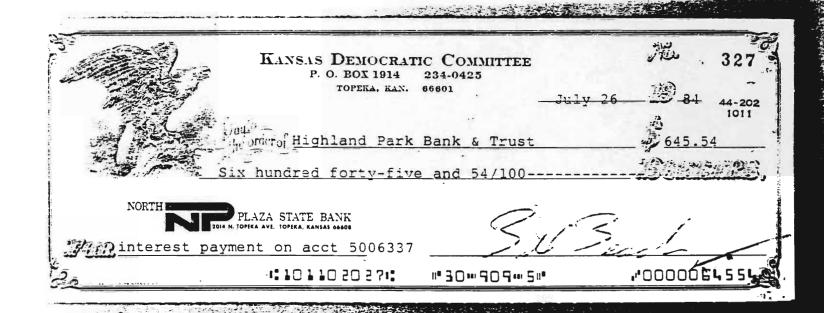
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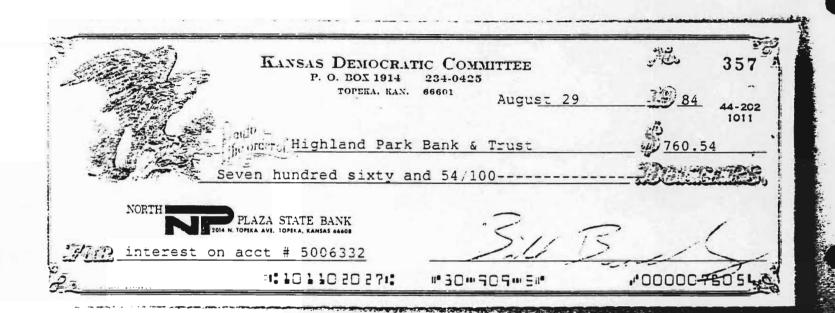
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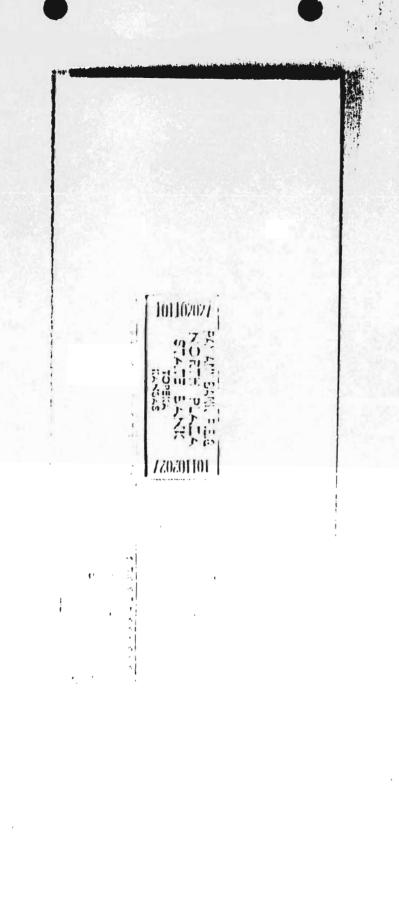
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KANSAS DEMOCRATIC STATE COMMITTEE

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TO THE
ORDER OF Higland Park Bank & Trust

656.29

Six hundred fifty-six and 29/100-----

DOLLARS

Highland Park
Bank & TRUST
FOR Interest on loan #5006337

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KANSAS DEMOCRATIC STATE COMMITTEE HOLIDAY INN DOWNTOWN, SUITE 107	3938
TOPEKA, KS 66607	December 13 19 83 44-113
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KANSAS DEMOCRATIC STATE COMMITTEE

HOLIDAY INN DOWNTOWN, SUITE 107 TOPEKA, KS 66607

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ORDER OF Highland Park Bank & Trust

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Highland Park
Bank & Trust

FOR Interest on acct 5006332

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FOR interest payment on acct #5006332		
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KANSAS DEMOCRATIC STATE COMMITTEE

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> 44-113/:011 March 5 19 35

PAY TO THE ORDER OF Highland Park Bank & Trust

\$ 699.17

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DOLLARS

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Highland Park
Bank & Trust

FOR interest due on acct # 5006332

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FOR interest due on acct. # 5006337	38: 50 191 .3#	9927	······································

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KANSAS DEMOCRATIC STATE COMMITTEE

P. O. BOX 1914 TOPEKA, KANSAS 66601

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TO THE
ORDER OF Highland Park Bank and Trust

\$ 1,500.00

one thousand five hundred and no/100 ---

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Highland Park
Bank & Trust

FOR Principal Applied to Loan #

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Highland Park Bank & Trust

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PEMITTER Highland Park Bank & Trust

TOPEKA, KANSAS

NOT GOOD AFTER SIX MONTHS

44 - 1

October 26

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PAY TO THE ORDER OF Kansas Democratic State Committee

S5,000.00

DOLLARS :

Loan Proceeds
CASHIER'S CHECK
MONEY ORDER

NON NEGOTIABLE

11011011381

001002050#

HIGHLAND PARK BANK & TRUST TOPEKA KANSAS NOT GODD AFTER SIX MONTHS October 20 19.82 PAY TO THE ORDER OF Kansas Benocratic State Compittee S15,000.00 CASHIER'S CHECK MONEY ORDER L'1011011381: 0010020501

rowerled Kansas Democratic Lite Comm. Lender's (Name) P. O. Box 1914 Topeka, KS 66601 Address	HIGHLAND FARK BANK 2100 S.E. 29TH TOPEKA, KANSAS 66605	Date Dec. 26 19 8
	•	Loen Armt. \$ 19,000.00
undersigned Serrowerts) (if more then one, jointly and severally and hereinefter, whether one or mo Principal Sum of Nineteen Thousand Dollars & No/100=		
	14.0 per cent per annum, payable according	
		n
rued interest H due and payable		and at the maturity indicate
If checked, this Note is payable in equal		
of eachthereofter until	, 19, when the unpeld bele	nce of principal and interest shall be due and paya
THIS NOTE DUE AND PAYABLE ON OR BEFORE DE Interest Due at Maturity		PLUS ACCRUED INTEREST)
RIABLE INTEREST RATE: XXVI checked, the interest rate on this Note is subject to change from the (8 The prime rate of Highland Park Bank & Trust - to	he adjusted 1st of each mo	ntage points above the following selected Index Rinth
variable interest rate applies to this Note: (a) the amounts of all payments scheduled above will be adjust rate ofter final maturity will be the interest rate in effect at final maturity.	usted to reflect changes in the effective interest raree, and (b) i	I no Post Meturity Interest rate is specified below
The interest rate on this Note shall not be less than the annual rate of	r cent. The interest rate on this Note shall not exceed the a	nemual rate of per c
withstanding anything to the contrary contained herein, the interest rate on this Note shall at no time	need the highest contract rate permitted by law.	
nges in the Index. Rate shall take effect on this Note: 🗋 on the same day; 📋 on the day following the	day; 🗌 on the first day of thefollowin	g the day; such changes in the Index Rare take el
EREST: All payments, whenever made, shall apply first toward accrued interest, with the remainder payment applying toward principal.	of SET-OFF: Lender may at any time before or after Defail indebtedness evidenced hereby against any liability or	
If checked, any accrued interest not paid when due (whether due by reason of e scliedule of payment) because of Lender's demand) shall become part of the principal thereafter, and shall itself bear interes	or owned by the Borrower elone or in conjunction with e at hes a beneficiel interest therein) without prior notice t	ny other person or entity, provided that the Borro o the Borrower. This right applies to and include:
applicable interest rate ST MATURITY INTEREST. The unpaid principal amount of this Note shall bear	is not limited to any funds on deposit with the Lender special agreement therefore) for collection, or in any tin	r, provisionally, in escrow (subject to the terms of ne or open accounts.
rest after final maturity, including maturity by acceleration, at the annual rate of	 DEFAULT AND ACCELERATION: The Borrower shall fail of any of the following events: (1) the Borrower shall fail 	to pey, when due, any amount required hereunde
rower may prepay this Note at any time prior to maturity without penalty. Any partial prepayments st relieve or diminish any scheduled subsequent payments of principal or interest until all obligations.	ere made by the Borrower shall prove to be false or mislead	ling in any respect; (3) the Borrower or any guars
fin full, STS OF COLLECTION. Except where prohibited by law, the Borrower promises to pay all costs	of this Promissory Note shalf liquidate, merge, dissolve of die (if an individual), have a receiver appointed for all o	r any part of its property, make an assignment fo
ection, including but not limited to reasonable attorney't fees, paid or incurred by the Lender on according to the Lender on according to the conference of the Lender on according to	insolvency law; (4) any change occurs in the condition	or alfairs (financial or otherwise) of the Borrow
IVER: Demand, presentment, protest, notice of non-payment and dishonor of this Promissory Note by waived. Lender may release any party or security, make future loans to any narty or contractual.	Illy increases its risk with respect to this Promissory Note; (5) Borrower fails tri keep any promise under any a
nge its relationshib to or the obligation of any party without waiving or affecting the obligation of it er party to this Note. A party to this Note is any maker, surety, endorser or guarantor. Waiver by	he cure. Unless prohibited by law, the Lander may, at its	option, declare the entire unpaid balance of print
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er party to this Note. A party to this Note is any maker, surety, endorser or guarantor. Waiver by der at any imme of any right conferred by this Note or any agreement securing same will not affect der's future exercise of said right or any other. CURITY (a) In addition to Lender's right of set off set forth above. Lender is secured by the proceeds by. Borrower agrees to keep any Collateral securing this Note insured against such risks, with such limits to or hecks paying losses under said policies. (b) This Note may be secured by prior or biologisted to act as a text or check paying losses under said policies. (b) This Note may be secured by prior or biologisted to act as a text or check paying losses under said policies. (b) This Note may be secured by prior or biologisted to act as a text or check paying losses under said policies. (b) This Note may be secured by prior or biologisted and distributions on and other receiver for safekeeping, or for collection or exchange, and all dividends and distributions on and other receiver for safekeeping, or for collection or exchange, and all dividends and distributions on and other receiver for safekeeping, or for collection or exchange, and all dividends and distributions on and other receiver for safekeeping, or for collection or exchange, and all dividends and distributions on and other receiver for safekeeping, or for collection or exchange, and all dividends and distributions on an other receiver for for safekeeping, or for collection or exchange, and all dividends and distributions on an other receiver for for safekeeping, or for collection or exchange, and all dividends and distributions on an other payment or security interest and the safety and the property of safety and the safety actually account for the safety account safety and the safety account for the Security Interest grant payment or a safety and as a safety account distribution of a safety account distribution or against say of the property of such account debtor or other objects and interest linel	the cure. Unless prohibited by law, the Lender may, at its har and interest immediately due and payable without not is defined in this paragraph. and unsarined premiums of any insurance policy purchased by its and upon such additional terms and conditions as Lender interney in fact for Borrower in making and settling claims undurity documents notwithstanding that such security is not indicon hereafter comes into the possession of the Lender for any rights in connection with such property. In the Lender a Security Interest under the Uniform Commercial herever located; Including but not limited to ell present and future machinery, virtual and tools, and the goods described in any equipment list or sited herein to be valid as to all Borrower's neuroment. Juried, including but not limited to (i) all poultry and livestock entilizer, medicines and other supplies used or produced by Bone payment of money, whether such right to payment now existed a rendering of services by the Borrower, out of a loan by the payment of money, whether such right to payment as one so is not already earned by performance, and of a rendering of services by the Borrower, out of a loan by the payment is or is not already earned by performance, and of a rendering of services by the Borrower, out of a loan by the payment is or is not already earned by performance, and cluding but not limited to all present and future debt instrumentereafter acquired, including but not limited to, applications for the payment of the payment is or is not already earned by performance, and cluding but not limited to all present and future debt instrumentereafter acquired, including but not limited to, applications for the payment is not limited to all present and future debt instrumentereafter acquired. Including but not limited to all present and future debt instrumentereafter has a proposed by the former and the payment is not be filed (for record).	option, declare the entire unpaid belance of or incide or demand at any time after Default, as such to the Borrower in connection with the Loan evider and second at any time after Default, as such to any reasonably require. Lender shall be named at a re-said policies and endorsing Borrower's name on cated hereon (c) Borrower hereby grants to Lende ason, including, but not limited to property deliving dated
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	amo(s)	Kansas Democratic S. P. O. Box 1914 Topeka, Kansas 66601	Committedors Name Address	HIGHLAND PARK BANK 2100 S.E. 29TH TOPEKA, KANSAS 68605	Inception June 29 19 8 Meturity Sept 27 19 8 Loen No. Leen Arm. \$19,000,00
The	undersigned	Sorrower(s) (if more than one, jointly and several	ly and hersinafter, whether one or more,	colled Serrower) promises to pay to the order of the pho-	
the	Principal Sum	Mineteen Thousand Do	11ars & No/100		Deller
1	in the state of			and the state of t	
(a)	Unda dan		AND DESCRIPTION OF THE PARTY OF	The state of the s	Talk
Acc	rued interest l	to due and payable	ty		
(d)	11 shooked	f, this Mote is psychia in equal	Installments of S.	medt, biglinning	in the state of the send on the same de
	of such		thereefter until		large of principal and interest shall be due and payabl
(e)	0				
VAI	RIABLE INTE	EREST RATE: If checked, the interest rate on a			contege points above the following selected Index Retail
	10 The prime	Highland Par	rk Bank & Trust -	to be adjusted the 1st of	each month.
	0		The second secon	nd to reflect changes in the affective interest rates, and (b)	
inte	rest rete after	rest rate applies to this Note: (a) the amounts of all final meturity will be the interest rate in effect at f	has meturity.	to to remet changes in the emetine interest rates, and (e)	If he rest meaning interest rate is specified belong in
01	The interest ra	te on this Note shall not be less than the annual ret	e of per co	ent. The interest rate on this Note shall not exceed the	ennual rate of per cen
Not	twithstanding i	anything to the contrary contained herein, the inter	est rate on this Note shall at no time exc	end the highest contrast rate permitted by law.	
Che	ness in the Inc	dex Rare shall take offect on this Note: on the s	ime day: 🗀 on the day following the da	y: 🗆 on the first day of thefellow	ing the day; such changes in the Index Rate take off so
envy Che the the the the the the the the the t	peyment sopi If checked, ar hecause of La applicable initi TST MATURITY rest ster finel PRAYMENT rower may or interest or direction in full. Less OF COL Less OF COL UNER Demonstrate to y waived. L nge its relation der's future ex- cupity to the der at any tin der's future ex- tery corrower list or checks or tist or checks or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list or the list	Y INTEREST. The unpaid principal amount of this imaturity, including maturity by acceleration, at the maturity including maturity without a maturity and a maturity	e by reason of a schedule of payments or thereafter, and shall itself bear interest at Note shall bear a sensual rate of	indebtedness evidenced hereby ageinst any liability or owned by the Borrower alone or in conjunction with has a beneficial interest therein) without prior notice is not limited to any funds on deposit with the special agreement therefore) for collection, are nearly OEFAULT AND ACCELERATION. The Borrower shi of any of the following events: (1) the Borrower shill fe any other indebtedness of the Borrower to the Lende made by the Borrower shall fe any other indebtedness of the Borrower to the Lende of this Promissory Note shall liquidate, merge, dissolide (if an individual), have a receiver appointed for all benefit of its creditors, or file or have filed against it insolvency law; (4) any change occurs in the condition, and any other indebted to secure the repayment of this promisory Note; which, in the increases its risk with respect to this Promisory Note, mich, in the increases its risk with respect to this Promisory Note; which, in the increases its risk with respect to this Promisory Note; which, in the increases its risk with respect to this Promisory Note; and Interest immediately due and payable without m is defined in this paragraph. If any other interest in the payable without m is defined in this paragraph. If any other interest in the payable without m is defined in this paragraph.	r indebtedness of the Lender to the Borrower liviheth any other person or entity, provided that the Borrower to the Borrower. This right applies to and includes bill the borrower of the Borrower. This right applies to and includes bill the provisionality, in excrow flublect to the terms of an ime or open accounts. Ill be in Onfault upon the occurrence of any one or more into pay, when due, any amount required hereunder, if or any third parties: (2) any werranty or representationing in any respect, (3) the Borrower or any guarante vir, terminate lite existence, suband business operation or enty part of its property, make an assignment for the siny patition under any assisting or future bankruptcy on or affairs (financial or otherwise) of the Borrower opinion of the Lender, impairs the Lender's security of (5) Borrower fails to keep any promise under any agree isopry Note; or (6) Lender reasonably deems uself insit option, declars the entire unpaid belance of principal properties or demand at any time after Default, as such termination of the properties of the Borrower in connection with the Loan evidence may reasonably require. Lender shall be named as add der said policies and endorsing Borrower's name on and cassed hereon. (c) Borrower fairs or cannet to such as a properties of the properties of the control of the properties of the proper
~ (d)	[] If checked	t, this Note is secured by a separate			deted, 19
			reafter and Borrower hereby grants to th	e Lender a Security Interest under the Uniform Commerc	ial Code in the following described Collateral
W.	[] INVE	NTORY All inventory of the Borrower, whether no	ow owned or hereafter acquired and when	ever located;	
C	term	IPMENT: All equipment of the Borrower, whether machinery and equipment, shop equipment, office over that no such schedule or list need be furnished.	and record keeping equipment, parts at	iding but not limited to all present and future machinery, nd tools, and the goods described in any equipment list or I herein to be valid as to all Borrower's equipment).	vehicles, furniture, fixtures, manufecturing equipment schedule herewith or hereafter furnished to Lender b
.7	Of Line) all crops, whether annual or personial, and the pro- DUNTS AND OTHER RIGHTS TO PAYMENT: Each	ducts thereof and (iii) all feed, seed, fert h and every right of the Borrower to the	ed, including but not limited to (i) all poultry and livestoc dizer, medicines and other supplies used or produced by 8 payment of money, whether such right to payment now 8 a rendering of services by the Borrower, out of a loan by	orcower in farming operations. Exists or hereafter arises, whether such right to paying
CO	liabili	ties by the Borrower or otherwise arises under any c	ontract or agreement, whether such right	to payment is or is not already marned by performance, a ver may at any time have by law or agreement against any	nd howsperier such right to payment may be evidenced

tional loss payee under sed policies. Lender is hereby authorized (but not required or obligated) to act as atto drafts or checks paying losses under suid policies. (b) This Note may be secured by nor or subsequent securi Security Interest in all other personal property of the Borrower of every kind end description which is now or to Lender for sefekeeping, or for collection or exchange, and all dividends and distributions on and other right	and upon such additional terms and conditions as Lender may reasonably require. Lender shell be named as additional remains and settling claims undersaid policies and endorsing Borrower's name on an ity documents notwithstanding that such security is not indicated hereon. (c) Borrower hereby grants to Lender hereafter comes into the possession of the Lender for any reason, including, but not limited to property delivers is in connection with such property.
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(e) (g) If checked, this Note is secured by the Security Agreement hereafter and Borrower hereby grants to the	e Lender a Security Interest under the Uniform Commercial Code in the following described Collateral
[] INVENTORY All inventory of the Borrower, whether now owned or hereafter acquired and whe	rever located;
	uding but not limited to all present and future machinery, vehicles, furniture, fixtures, manufecturing equipment nd tools, and the goods described in any equipment list or schedule herewith or hereafter furnished to Lender b diherein to be valid as to all Borrower's equipment).
of, (ii) all crops, whether annual or prennial, and the products thereof and (iii) all feed, seed, let ACCOUNTS AND OTHER RIGHTS TO PAYMENT. Each and every right of the Borrower to the arises out of a tale, lease or other disposition of goods or other property by the Borrower, out of liabilities by the Borrower or otherwise arises under any contract or agreement, whether such right together with all of the rights and interest including all liens and security interest which Borro such payment or against any of the property of such account debtor or other obligor; all inclu- receivable and tax reflunds.	payment of money, whether such right to payment now exists or hersefter arises, whether such right to payment e rendering of services by the Borrower, out of a loan by the Borrower, out of the overpayment of taxes or othe to payment is or is not already enread by performance, and howspever such right to payment may be evidenced wer may at any time have by law or agreement against any account riebtor or other obligor obligated to make an ding but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligation
☐ GENERAL INTANGIBLES: All general intangibles of the Borrower, whether now owned or his will, trade nemes, customer lists, permits and franchises, and the right to use Borrower's name. ☐ In addition to any property generally described above, the following Colleteral:	eafter acquired, including byt not limited to, applications for patents, copyrights, trademarks, trade secrets, goo
Personal guaranties (Limited to \$5,000 ear John Frieden and Jim Parrish.	ch) of Robert L. Brock, Gary H. Keller,
together with all parts, accessories, repairs, improvements and accessions thereto; and proceeds, products and	issue therefrom now or hereafter at any time made or acquired. (See other side for additional terms).
If checked, this is a Purchase Money Loan.	Description of Real Estate if above Collateral is crops, growing or to be grown, timber, minerals fincluding o
Purpose of Credit: Rusiness Exnense	or seel or fixtures
Borrower will use Collateral listed on this Security Agreement for	
☐ Farming operations ☐ Business purposes	If other than Borrower,
	name of Record Owner
Any person who signs within this enclosure hereby grants to the Secured Party a Security Interest in the Collateral listed in Paragraph (e) but assumes no personal obligation to repay this Loan	By signing below, the Borrower(s) signs this Note & Security Agreement and agrees to the Terms and Conditions on the reverse side hereof.
Signed /7 Date	X KANSAS DEMOCRATIC STATE COMMITTEE 180112000
Elles Windland	XX : Polet Dillon Charman (Borrone)
TAUTHORIZED SIGNATURE OF LENDER SIGN UNLY IF NECESSARY FOR FILING THIS	XXX
DOCUMENT OR A COPY HEREOF) PROMISSORY NOTE &	SECURITY AGREEMENT - NOTICE: See other side for important information which is part of this Documen

	Kansas Democratic Stan Comm.	Lo
.)	P. O. Box 1914	1
. 5	Topeka, Kansas 66601]
Jross (es)		Ac

HIGHLAND PANK BANK 2100 S.E. 29TH TOPEKA, KANSAS 66605

nception	March 1 , 83
Acturity Date	June 29 , 83
oen No.	
	20.000.00

The waterstand Berrowerle							
LINE CLEDEN BRAINER GOLLOWS IN	(If more than one, jointly and severally and hereis	nefter, whether one or more	, colled Serrows	er) promises to pay to the or	der of the above-ner	ned Lender let the	Lender's address shown above
the Principal Sum of TWE	enty Thousand Dollars &	No/100					Dollar
plus interest from	date until finel metu	rity at the rate of	12.0	per cent per annum, p	eyable according to	the following paym	ont schadule (select only one
le) 🗀 Upon demend.	(b) 🔟 Upon demend, but if no demend is m	ede, then on June	29	. 19 83	(e) On_		. 19
Accrued interest is due and pa	(b) I Upon demand, but if no demand is m at maturit	у					and at the maturity indicate
d) [] If checked, this Note	s psysble in equal	installments of \$		each, beginnin			19, and on the same de
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The prime rate of	E: In the checked, the interest rate on this Mate is a Highland Park Bank lies to this Mate: (a) the amounts of all payments ac	& Trust - t	o be ad	justed the 1	t of eac	h month	
interest rate after final matur	ty will be the interest rate in effect at final maturity	у.	itos to remoct co				
The interest rate on this N	ore shall not be less than the annual rate of	per c	cent. [] The int	terest rate on this Note shall	not exceed the annu	rate of	per een
Notwithstanding anything to	the contrary contained herein, the interest rate on t	this Note shall at no time ex	ceed the highest	contract rate permitted by	law.		
Changes in the Index Rate sh	all take effect on this Note: 🖫 on the same day; 🗆	on the day following the di	lay: on the fit	et day of the	following th	e day; such change:	in the Index Rete take effec
any payment applying towart. (2) If checked, any accrued in the applicable interest rate. POST MATURITY INTEREST interest rate. POST MATURITY INTEREST interest after fined maturity, into the properties of the properties. PREPAYMENT: If if checked into the properties of the properties of the properties. COSTS OF COLLECTION:	Interest not paid when due (whether due by resson, and) shall become part of the principal therester, a T. The unpaid principal amount of this Note shall be including maturity by acceleration, at the annual rate, and the principal content of the state of the principal or to maturity without penelty. A cheduled subsequent payments of principal or interest where prohibited by law, the Borrower printings to reasonable attorney's feet, paid or incurrent state is filed with respect thereto. The principal or the principal or the obligation of any party without waiving or at part to this. Note is any maker, surety, endorser spit conferred by this Note or any agreement seculd right or any other. To Lender's right of set off set forth above, Lender on on Collegeral securing this Note insured against	of a schedule of payments of not shall itself beer interest a set of the prepayment. If not checked any partial prepayments shall are a set until all obligations or promises to pay all costs of this Promisory Note or on the promise of this Promisory Note or on party or contractuall fecting the obligation of any party or contractuall fecting the obligation of an or guarantor. Waiver by the integral and the property of the prope	indebtednes owned by has a benefit is not limit special agre 6. DEFAULT d, of eny of th eny other it eny other it eny other it int benefit of insolvency eny guarani en cure. Unles and interes is defined it and uner end over	as evidenced hereby ageinst the Borrower elone or in co- icial interest therein) without on on of co- icial interest therein) without on one of co- ed to eny funds on depositionement therefore! for collect AND ACCELERATION: The elotiowing events: (1) the B- indebtedness of the Borrower shall prove to be inspory Notes shall liquidate individual), have a receiver as to creditors, or file or have law; (4) any change occurs tor of this Promissory. Notes y risk with respect to this Prided to secure the reperment is prohibited by law, the Le it immediately due and pays this paragraph.	any liability or indi- njunction with any ut prior notice to it with the Lender, pr on, or in any time or 8 Gorower shall be 6 Serower shall be 6 false or misleading mare, dissolve, to 10 false or 10 or 11 false on 11 or 11 false on 11 or 11 or 11 or 11 or 11 or 12 or 13 or 14 or 15 or 16 or 17 or 18 or	ibtedness of the Le other person or enti- ne Borrower. This ri ovisionally, in egace or open accounts. In Default upon the sey, when due, any ny third parties; (2) in any respect; (3) rminete its existence ty pert of its proper eithon under any si affairs (financia) or on of the Lender, is orrower fails to kee y Note; or (6) Lende ion, declare the ent or demand at any t Borrower in conne	Lender shell be named as add
ionel loss payee under said p	olicies. Lender is heraby authorized (but not require	ed or obligated) to act as att	forney in fact for	Borrower in making and set	tling claims under a curity is not indicat	rid policies and endo	prsing Borrower's name on an
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RESOLUTION OF KANSAS STATE DEMOCRATIC EXECUTIVE COMMITTEE I, Margaret Hobelman, Secretary of the Kansas Democratic State Committee, certify that on October 13, 1982, the Executive Committee of the Kansas Democratic State Committee, held a telephone meeting duly called, and authorized with a quorum voting in favor of a resolution authorizing Robert E. Tilton, Chairman of the Kansas Democratic State Committee, to borrow up to Twenty Thousand Dollars (\$20,000.00) on behalf of the Kansas State Democratic Committee from Highland Park Bank & Trust Company, of Topeka, Kansas, and to obligate the Kansas Democratic State Committee for the repayment thereof. Dated October 13, 1982. Vinganit placeman In Margaret Hobelman, Secretary, Kansas State 0 Democratic Committee 1 10 ATTEST: 0 Robert E. Tilton, Chairman, Kansas State C Democratic Committee 10 00

Additional Material
LOAN #5006332D

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Highland Park

50 332

(Brock gvarentee) Loan -Due Vates: 2-27-84 5-1-83 8-29-83 Interest Principal Principal Payments Payments Borrowed Balance Payments 1982 10-18 Original loan 2500000 4-29 Interest payment +228 105139 5,938 1984 54029 87500 Interest payment 54137
Interest payment 54131
F357 5 18 Principle payment 500000 2000000 90207 76054 76667 54275 12/2 1985 35 Interest Pagadonx Z4382 69917

Borrower(s) Kansas Democratic	ate Comm. Lunder's	HIGHLAND ARK BANK	inception Nov. 27
Name(s) P. O. Box 1914	Name 8	2100 S.E. 29TH	Meturity Demand
Address(es) Topeka, KS 66601	Address	TOPEKA, KANSAS 66605	Loan Amt \$ 25,000.00
The undersigned Borrower(s) (If more than one, jointly and see			
the Principal Sum of Twenty Five Thouse plus interest from Late	ind-DOITATS-G-NO/TOU	4.0*	
Accrued interest is due and payable <u>each 9</u> () days		
(d) [] If checked, this Note is payable in equal			
of sech			
(e)		, when the driped be	ance or buttering and tutalest high he doe stat b
VARIABLE INTEREST RATE: XX II checked, the interest rate	on this Mate is subject to chause from that a	stand above so as to be 2	native gainst shows the following released to
☐ The prime rate of	on the vote is adopted to drawing from (visit)	, particular and a second a second and a second a second and a second a second and a second and a second a second a second	antage points above the rollowing spice less that
M Index Rate of Highland	d Park Bank & Trust	- to be adjusted 1st of ea	ich month
If a variable interest rate applies to this Note. (a) the amounts of interest rate after final maturity will be the interest rate in effect.	If all payments scheduled above will be adjust	ted to reflect changes in the effective interest rates, and (b)	if no Post Maturity Interest rate is specified be
The interest rate on this Note shell not be less than the annual		cens. [] The interest rate on this Note shall not exceed the	annual care of
yourshitanding anything to the contrary contained herein, the			
Changes in the Index Rate shall take effect on this Note. [] on			one the day, with the same in the failer. Been and
NTEREST All payments, whenever made, shall apply first to			
INTEREST. All payments, whenever made, shall apply first to pry payment applying toward principal. It checked, any accrued interest not baid when due (whethe	ward accrued interest, with the remainder of	indeptedness evidenced hereby idenst any I ibility or	indebtedness of the Lender to the Borrower
tue because of Lender's demand) shall become part of the princ	ir dus by reason of a schedule of payments of spal thereafter, and shell stell bear interest a	t has a beneficial interest therein; without prior intice	to the Sorrower. This right applies to aret more
the applicable interest rate. POST MATURITY INTEREST: The unpaid principal amount of	this Note shall bear	is not limited to any funds on deposit with the Lend special agreement therefore) for collection, or in any ti	me or open accounts.
nterest after final maturity, including maturity by acceleration, PREPAYMENT. [] If checked, Lender his the right to impose	at the annual rate of%		If he in Default upon the occurrence of any one if to pay when due, any amount required her to
Borrower may prepay this Note at any time or or to maturity was relieve or diminish any scheduled subsequent payments of	thout penalty. Any partial prepayments shall	it any other indebtedness of the Barrower to the Lender	or any third parties, (2) any warranty or represe
said in full.		of this Promissory Note thall liquidate, merge, dissolu	e, terminate its existence, suspend business on
COSTS OF COLLECTION. Except where urchibited by law, collection, including but not limited to reasonable attorney's fee	es, paid or incurred by the Lender on account	it benefit of its creditors, or file or have filed against it a	ny petition under any existing or future hanes.
of such collection, whether or not surt is filled with respect there WALVER Demand, presentment, protest, notice of non-payme	ent and dishanar of this Promissory Note are	insolvency law; (4) any change occurs in the condition any quarentor of this Promissory Note which, in the	
hernby waived. Lender may release any barty or security, make hange its relationship to or the oblight in of any barty with his	re future loans to any party or contractually	 increases its risk with respect to this Proinistory Note; 	
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pander at any time of any right conferred by this Note or any modal's future exercise of said right on tolk other. ECCURITY—If In addition to Under so that of set off set forther by the said ranges to keep any Collate all requiring this Not any lines gave a protect and colored. Under she high yauthorize traffs on or links paying foster under so discipling the Note traffs on or links paying foster under so discipling the Borrower and Under the said objects. The Individual for under the said objects of the Borrower and College of the Southern on a scharge, and so under for safeteeping, or for colleges and so subarists. If checked, this Note is secured by the Indiana, and make the Indiana machinery and enument of the Borrower, whether are machinery and enument of the Borrower, whether are shown of the Southern of the Southern specific and	te insured against such rinks, with such limits, thou not required in ordinated to but as sittle may be recurred by prior or subsequent should have be recurred by prior or subsequent should divisioned and description which is now or divisioned, and distributions on and other right in the hereafter and Borrower heinby arants to the right now owned or nereafter coursed and whee wither now owned or hereafter coursed, including and record keeping valuement, pairs a shed in order for the Security Interest grantwower, whether now owned or hereafter acquire a products thereof and find all field, seed, fer and order for the Security Interest grantwower, whether now owned or hereafter acquire a products thereof and find all field, seed, fer only on their orderity by the Borrower, out of his your field in page 10 his part of the field and the right to use Sorrower's name of the Rorrower's haire institute out the following Golfaters:	indicinear mid premiurits of any insurance policy purchase to just upon such additional terms and corditional as Londerio oriety in fact for Borrower in making and setting its most project for Borrower in making and setting its most project for Borrowers in the security is not one repeated comes into the possession of the Londer for any its in connection with such property. The Lender a Security Interest under the Uniform Commerce enever located; indicate the Uniform Commerce enever to be valid as to all Borrower's equipment it to end incitations and other supplies used on principled by 3 in payment of morey, whether such right to payment one if a condering of services by the Borrower, out of a losa by it to payment is or is not already earned by performance, as over may at any time have by law in agreement squains any uning but not limited to all present and future debt instructing.	may reasonably require. Lender that he is mediated hereon, foll Borrower needby grants 10-1 reason, including, but not himself to neports with all Code in the following described Collateral vehicles, furniture textures, manufacturing and procedure textures the following described Collateral vehicles, furniture textures, manufacturing and procedure in fairning coerations. And their young, products thereof and privilegoriower in fairning coerations white following coerations with a fairning coerations. The Borrower, out of the overcavement of tweet of his procedure such right to openious may be evictionated to be ments, chartel booking, accounts, found the specific copyrights, trademarks, trivide were for patents, copyrights, trademarks, trivile were so the patents, copyrights, trademarks, trivile were so the patents.
ander at any time of any right conferred by this Note or any moder's future exercise of said right on total other. ECURITY—I fin addition to Unifier at all others of the office of the focus of the other and others. Economic of said right on total other of the focus of the other and others of the other other other others of the other	te insured against such rinks, with such limits, thou not required in ordinated to but as sittle may be recurred by prior or subsequent should have be recurred by prior or subsequent should divisioned and description which is now or divisioned, and distributions on and other right in the hereafter and Borrower heinby arants to the right now owned or nereafter coursed and whee wither now owned or hereafter coursed, including and record keeping valuement, pairs a shed in order for the Security Interest grantwower, whether now owned or hereafter acquire a products thereof and find all field, seed, fer and order for the Security Interest grantwower, whether now owned or hereafter acquire a products thereof and find all field, seed, fer only on their orderity by the Borrower, out of his your field in page 10 his part of the field and the right to use Sorrower's name of the Rorrower's haire institute out the following Golfaters:	and upon such additional terms and conditions as Londer or oney in fact for Borrower in making and setting terms are used to read to r	may reasonably require. Lender that he is smed- dir rud politices and endorsing discover is using dicated hereign, foll Borrower neroby gracts. To disease, including, but not similed to nispect to 3 dated

Borrower may prepay this Note at any time or or to maturity without penalty. Any partial prepayments not relieve or diminish any scheduled subsequent payments of principal or interest until all obligation paid in full. COSTS OF COLLECTION. Except where unchibited by "Jw, the Borrower promises to pay all cost collection, including but not limited to reachable attorney's feet, paid or incurred by the Lender on according to the collection, whether or not sure is find with respect threeto. WALVER Cemand, presentment, protest, notice of non payment and dishonor of this Promissory Not hereby waiwed. Lender thay release any party or security, make future loans to any party or contract change its relationship to or the obligation of other party to this flore. A party to this flore is footed in any maker, surety endorser or quarianter Waiver b. Lender's any time of any sight conferred by this Note or any agreement securing pane will not affer beaching time excepts of said right on the corner.	is area of this Promisory Note: shall browle to be false or misleasing in any respect, (3) the Borrower or any avaranto of this Promisory Note: shall liquidate, merge, dissolve, terminate its existence, suspend bissiess operations to de (if an individual), have a reconser spoonled for all or any part of its property, make an assignment for the outsiders of cenditors, or file or have filed spains; it any petition under non-exting or future hanks, oncy in insolvency law; (4) any change occurs in the condition or affairs (financial or otherwise) of the Borrower or any cuarantor of this Promissory Note; (5) Borrower fails to keep any promise under any operation of the Borrower of the specific provided to require the repayment of this Promisory Note; or (6) Lender insulable conditions the first promisory of Note; or (6) Lender insulable conditions the first promisory of Note; or (6) Lender insulable conditions the first promisory of Note; or (6) Lender insulable conditions the first promisory of the conditions of the promisory of Note; or (6) Lender insulable conditions of the conditions of the promisory of Note; or (6) Lender insulable conditions of the conditions of the promisory of Note; or (6) Lender insulable conditions of the conditions of the promisory of the promisory of Note; or (6) Lender insulable conditions of the promisory of the promisory of Note; or (6) Lender insulable conditions of the promisory of the promisory of Note; or (6) Lender insulable conditions of the promisory of the pro
hereby. Borrower agrees to knep liny Collatinal recurring this Note insured against such rinks, with such lin- nings logs ray in inviter, and policies. London is her by authorized hour not required or obtigated to social and from rinks paying losses under such as displaces. (b) This finish may be recurred by or or or subsequents	disinct uncarried premiums of any insurance policy purchased by the Burrower in confection with the Liven Helburg mitty, and upon such additional terms and cord trons as Londer imay reaconably redure. Confectionably he small as less is stroney in fact for Borrower in making and settling of aims under used policies and endorsing distributes in the an any necurity discurrents notivitinstanding that such security is not indicated hereon. (c) Borrower necuby grants to London a wormer affor comes into the possession of the London for any reason, including, but nor limited to property. It is also in connection with such property.
(a) [] If checked, this Note is secured by a propriete	dated
(a) 👸 If checked, this Note is secured by the Security Agreement hereafter and Borrower heinby arants	to the Lender a Security Interest under the Uniform Commercial Code in the following discribed Collateral
TINVENTORY All inventory of the Borrower, whether now gwined or nereafter soldured and	wherever located; ,
C SQUIPMENT. All rigg sment of the Borrower, whether now owned or hereafter acquired, fairs machining and requipment, stop is supported of the and record keeping acquired, page Borrower (but no such or hedula or list head be for shed in order for the Security Interest gr.).	including but not limited to all present ind future machinery, rebicles, tyroiture, fixtures, namifactor calls, pillent urs and tools, and the goods-described in any inturpitient list or conside herewith in lierastron futurished is Lender by anted herein to be valid as to all Borrower's equipment.
31. (ii) all cross, whether your stor perennal, and the products thereof and find all test, seed. O ACCOUNTS AND OTHER RESHITS TO PAYMENT. Each and every right of the Borrower or arises out of a valle, leave or other discosition of goods or other property by the Borrower, or traditives by the Borrower or otherwise arises under any contract or speement, whether such together with all of the rights and interest fincluding all liens and security interest which such payment or signing any of the property of such account debtor or other obliging. Ill.	equired, including but not limited to til all poultry and livestock and thos young, products thereof as dipriaduce there, ifertifizer, medicines and other supplies used or printuced by Borrower in fairning operations. If the payment of money, whether such right to payment now exists or hierablite assets, whether such right to payment up of a series or hierablite assets, whether such right to payment up of a series or other right to payment to rive so or other right to payment it or is not already earned by performance, and for solver, out of the over-central transition of series and considering the following time have by law or agreement against any iconstitution or other obligations and an including but not limited to all present and future debt instruments, what of page, accounts, foars and an ignition
receivable and tax retunds GENERAL INTANGIBLES. All general intangibles of the Rozrower, whether now owned o will, trade names, oustomer lints, permits and franchises, and the right to use Borrower's name it to a different to any property generally described above, the following Collateral.	ir hereafter acquired, including but not limited to, applications for patents, copyrights, trademarks, trade secrets, good e
Personal Guaranty of Robert L.	Brock (Limited to \$25,000.00)
	1
tracether with all parts, accessories, impairs, in provements and accessions thereto, and proceeds, products	and issue therefrom now or hereafter at any time made or acquight. (Sew other side for additional forms)
[] If checked, this is a Purchase Money Luan	Description of Real Estate if above Collateral is crops, growing or to be grown, timber, minerals in couding oil
Purpose of Credit Business Expense	or gas) or fixtures
Borrower will use Collateral listed on this Security Agreement for 	
X ABusiness purposes	11 other than Borrower.
	If checked, this Agreement is to be filed (for record) in the real estate records .
Any person who signs within this enclosure hereby grants to the Secured Party a Security Interest in Collaterel listed in Paragraph (e) but assumes no personal obligation to repay this Loan.	By saning below, the B) travertil KANSASTE DENOCRATIC "STATE TOURS." Conditions on the reverse san Accord.
Signed Date	(X) (X) (N) (N) (Sorrower)
Run Klinkow	S X XX
(AUTHORIZED AIGNATURE OF LENDER -SIGN ONLY IF NECESSARY FOR FILING THIS	XXX

(0)	P. O. Box 1914	Name)	HIGHLAND PARK BANK 2100 S.E. 29TH	Inception August 29 Dete Meturity Demand Dete 19
Address(es)	Topeka, Kansas 66601	Address (TOPEKA, KANSAS 66605	Leen No
The westernioned	ad Borrower(s) (If more than one, jointly and severally and hereinster,	whether one or more. O	The state of the short	Loen Amt. # 25,000.00
he Principal Sun	Twenty Five Thousand Dollars	& No/100		Dolle
phus interest from	om date until finel meturity at	at the rate of1	13.0 per cent per annum, peyable according	ng to the following payment schedule (select only on
a) 🖔 Upon der	emend. (b) Upon demend, but If no demend is made, the till due and payable each 90 days	hen on		in, 10
	et le due and payable BACT SU CAYS inc.		each, beginning	19, and on the same d
of each	thereafter	or until	, 19, when the unpeld below	
e) D				
	TEREST RATE: Of It checked, the interest rate on this Note is subject			
	Highland Park Bank & To			
M a variable Inte	terest rate applies to this Note: (a) the amounts of all payments schedule	iled above will be edjuste	ed to reflect changes in the effective interest reres, and (b)	If no Past Maturity Interest rate is specified balance
Interest rate after	er lind maturity will be the interest rate in effect at find maturity. Trate on this Note shall not be less than the ennual rate of			
	rete on this Note shall not be less than the annual rate of			SARUEI FOR GI
	Index Rate shall take effect on this Note: (Son the same day:			ing the day; such changes in the Index Rete take offe
eny payment app	Il payments, whenever made, shall apply first toward accrued interest, pplying toward principal.		indebtedness evidenced hereby against any liability or	r indebtedness of the Lender to the Borrower (wheth
If checked, a due because of L	any accrued interest not paid when due (whether due by reson of a sc Lander's demand) shall become part of the principal thereafter, and sha		owned by the Borrower alone or in conjunction with a has a beneficial interest therein) without prior notice t	any other person or antity, provided that the Borrow to the Borrower. This right applies to and includes b
interest efter fine	ITY INTEREST: The unpaid principal amount of this Note shall bear nal maturity, including maturity by acceleration, at the annual rate of	×	is not limited to any funds on deposit with the Lender special agreement therefore) for collection, or in any tim DEFAULT AND ACCELERATION: The Borrower shall	lms or open accounts. Ill be in Dafault upon the occurrence of any one or ma
PREPAYMENT:	f: If checked, Lender has the right to impose e penalty upon prepay prepay this Note at any time prior to maturity without penalty. Any par	seyment. If not checked, pertial prepayments shell	of any of the following events: (1) the Borrower shall fail any other indebtedness of the Borrower to the Lander of	ill to pay, when due, any amount required herounder, r or any third parties; (2) any warranty or representati
peid in full. COSTS OF COL	diminish any schaduled aubasquent payments of principal or interest u DLLECTION: Except where prohibited by law, the Borrower promis	ises to pay all costs of	of this Promissory Note shall liquidate, merge, dissolve die (if an individual), have a receiver appointed for all o	ve, terminate its existence, suspend business operation or any part of its property, make an assignment for t
collection, included af such collection	uding but not limited to resonable attorney's fees, paid or incurred by toon, whether or not suit is filed with respect thereto.	y the Lender on account	benefit of its creditors, or file or have filed against it an insolvency law; (4) any change occurs in the condition	any petition under any existing or future bankruptsy on or alfairs (financial or otherwise) of the Borrower
WAIVER: Demai hereby waived, I	hand, presentment, protest, notice of non-payment and dishonor of the Lander may release any party or security, make future loans to any ionship to or the obligation of any party without waiving or affecting	perty or contractually	any guarantor of this Promissory Note which, in the o increases its risk with respect to this Promissory Note; (if ments intended to secure the repayment of this Promis	opinion of the Lender, impairs the Lender's security (6) Borrowerfails to keep any promise under any agri lissory Nota; or (6) Lender resonably deems itself in
other perty to the Lander at any tire	ionship to or the obligation of any party without waiving or affecting this Note. A party to this Note is any maker, surety, endorser or gui time of any right conferred by this Note or any agreement securing sa exercise of said right or any other.	uarantor. Waiver by the	cure. Unless prohibited by law, the Lender may, at its	is option, decigre the entire unpeld belance of princip
to Lender for self (d) If checked (e)	at in all other personal property of the Borrower of every kind and descrial efekeping, or for collection or exchange, and all dividends and distribution of exchange, and all dividends and distribution of the security of t	ower hereby grants to the sefter acquired and where hereafter acquired, including equipment, parts and Security interest granted it what or hereafter acquired it fill all feed, seed, fertill to fithe Borrower to the poly the Borrower out of a nant, whether such right it y interest) which Borrower outher obligor; all including ether now owned or hareast Borrower's name.	is in connection with such property. Le Lender a Security Interest under the Uniform Commercia rever located; Iding but not limited to all present and future machinery, and tools, and the goods described in any equipment list or a fiberain to be valid as to all Borrower's equipment. Iding but not limited to (ii) all poultry and livestock litrer, medicines and other supplies used or produced by Bo payment of money, whether such right to payment now ex a rendering of services by the Borrower, out of a loan by the to payment is or is not already serned by performance, and ver may at any time have by law or agreement against any a ding but not limited to all present and future debt instrum eafter acquired, including but not limited to, applications for eafter acquired, including but not limited to, applications for a limited to all present and future debt instruments.	dated
	Personal Guaranty of Rober	rt L. Brock		
	4	•		
	Il parts, accessories, repairs, improvements and accessions thereto; and pithis is a Purchase Money Loan.	proceeds, products and is	Description of Real Estate If above Cottateral is crops, g	
	Business Renewal	3.	Or ges) or fixtures	growing or to be growin, tanasa,
Porrower will ur	se Collateral listed on this Security Agreement for			
Ferming of Business po	operations ; '		If other than Borrower,	
D			name of Record Owner. If checked, this Agreement is to be filed (for record)	
Any person who Collateral listed	ho signs within this enclosure hereby grants to the Securad Party e Sei d in Paragraph (a) but assumes no personal obligation to repay this Loar	scurity interest in the	By signing below, the Borrower(s) signs this Note & Strong on the reverse side threat.	MOCRATIC "STATE" COMM."
Signed	Date		X Robert E. Tilton,	, Chairman (Borro
60	un Kunhan		Robert E. Tilton,	, (Borro
	RIZED SIGNATURE OF LENDER - SIGN ONLY IF NECESSARY FO DOCUMENT OR A COPY HEREOF)		xxx	IBorro
		OMISSORY NOTE & ST	ECURITY AGREEMENT - NOTICE: See other side for in	

			A STATE OF THE STA
P. O. Box 1914 Topeka, Kansas 66601	Lender's	HIGHLAND PARK BANK 2100 S.E. 29TH TOPEKA, KANSAS 68605	Manural August 20 81
Address (ca)	Address (Loen Amt. 3 25 . 000 . 00
The understand Serrowerts til Bore than inquisinity and severally and hereinefus the Principal Sum of TWONLY Pive Thousand Dollars	8 No/100	ting Boulers biouries in both to the order of the uphalacture	
plus interest from		per cent per annum, payable according to the	August 29
Accrued Interest is due and payableAt Maturity (d) If checked, this Note is payable in equal	nstallments of \$	each, beginning	Marie and of the metrality furginates
of each thereafte	er until	19 , when the unpeld belence of	principal and interest that he delicated articles
VARIABLE INTEREST RATE: XXIII checked, the interest rate on this Note is subject	et to change from that atom	ind above, so as to be	points above the following selector, Index Reserve
Mark Bank & Tr			
If a variable interest rate applies to this Note: (a) the amounts of all payments scheduling rate after line maturity will be the interest rate in effect at final maturity.		The state of the s	The state of the s
Microsophia any this Note shell not be less than the ennual rate of		t. The interest rate on this Note shall not exceed the annual of the highest contract rate permitted by law, and in the highest contract rate permitted by law.	and the state of t
Charges in the Index Rate shall take effect on this Note: on the same day: on the Same day:	the day following the day;	SET-OFF: Lender may at any time before or efter Default exe	rcise its right to set-off all on any portion of the
any payment applying toward principal. If checked, any accrued interest not paid when due (whether due by reason of a due because of Lender's demand) shall become part of the principal thereafter, and shall become part of the principal thereafter, and shall be applicable interest rate.	schedule of payments or nell itself bear interest et	Indebtedness evidenced hereby against any liability or indebt owned by the Borrower alone or in conjunction with any oth has a beneficial interest therein) without prior notice to the is not limited to any funds on deposit with the Lender, prov-	er person or entity, provided that the Borrower Borrower, This right applies to and includes but i sionally, in esgrow (subject to the serms of any)
*POST MATURITY INTEREST: The unpeld principal emount of this Note shall bear interest after final maturity, including maturity by acceleration, at the annual rate of _ PREPAYMENT: It checked, Lender has the fight to impose a penalty upon prep Borrower may prepay this Note at any time prior to maturity without penalty. Any p	eyment. If not checked,	special agreement therefore) for collection, or in any time or or DEFAULT AND ACCELERATION: The Borrower shall be in of eny of the following events: (1) the Borrower shall fell to per eny other indebtedness of the Borrower to the Lender or eny	Default upon the occurrence of any one or more of , when due, any amount required hereunder, or a
Priot relieve or diminish any scheduled subsequent payments of principal or interest peid in full. COSTS OF COLLECTION: Except where prohibited by law, the Borrower prom	until all obligations are ises to pay all costs of	made by the Borrower shall prove to be false or mislanding in of this Promissory Note shall liquidate, merge, dissolve, termi die (if an individual), have a receiver appointed for all or any a	eny respect; (3) the Borrower or eny guerentor's inete its existence, suspend business operations, pert of its property, make an essignment for the
pollection, including but not limited to reasonable attorney's fees, paid or incurred by of such collection, whether or not suit is filled with respect thereto. WAIVER: Demand, presentment, protest, notice of non-payment and dishonor of t whereby waived. Lender may ralesse any party or security, make future loans to any	his Promissory Note are y party or contractually	benefit of its creditors, or file or have filed egainst it any peti insolvency law; (4) any change occurs in the condition or aff any guerantor of this Promissory Note which, in the opinion increases its risk with respect to this Promissory Note; (5) Borr	lairs (financial or otherwise) of the Borrower or of the Lender, impairs the Lender's security or ower falls to keep any promise under any agree.
change its relationshib to or the obligation of any party without waiving or effecting other party to this Note. A party to this Note is any maker, surety, endorser or guester at any time of any right conferred by this Note or any agreement securing the lander's future exercise of said right or any other.	ng the obligation of any useranton Walver by the	ments intended to secure the repayment of this Promissory N cure. Unless prohibited by law, the Lender may, at its option and interest immediately due and payable without notice or is defined in this paragraph.	ote; of (6) Lander quesonably deems itself inset in declare the entire unpeid belance of principal (
SECURITY: (a) In addition to Lender's right of set-off set forth above, Lender is sec. hereby, Borrower agrees to keep any Collateral securing this Note insured against such	risks, with such fimits, or obligated) to act as estorn	unearned premiums of any insurence policy purchased by the Bid upon such additional terms and conditions as Lander may read as in fact for Borrower in making and settling claims under set	consbly require. Lender shall be named as addl-
drafts or checks paying losses under said policies. (b) This Note may be secured by pr Security Interest in all other personal property of the Borrower of every kind and desc to Lender for paters equing of for collection or exchange and all slightlends and distribute.	rior or subsequent security	documents notwithstending that such security is not indicated	haron, (a) Batterer herety grants to Lender 1
(d) 1f checked, this Note is secured by a separate	ower hereby grants to the	Lander a Security Interest under the Uniform Commercial Code	in the following descripts Colleges in
INVENTORY: All inventory of the Borrower, whether now owned or	eafter acquired and where hereafter acquired, includ	ver located;	furniture, fixtures, manufacturing equipment
ferm machinery and equipment, shop equipment, office and record keep Borrower (but no such schedule or list need be furnished in order for the	ping equipment, parts and Security Interest granted h	I roots, and the goods described in any equipment list or schedu serein to be valid as to all Borrower's equipment.	te herewith or here the furthered to lands by
of, (iii) all crops, whether annual or perannial, and the products thereof an ACCOUNTS AND OTHER RIGHTS TO PAYMENT: Each and every right arises out of a sale, lease or other disposition of goods or other property	d (iii) all feed, seed, fertili t of the Borrower to the pu by the Borrower, out of a	zer, medicines and other supplies used or produced by Borrower syment of money, whether such right to payment now exists or rendering of services by the Borrower, out of a loan by the Borr	in ferming operations. The hereafter arises, whether such right to payme; ower, out of the overpayment of sales or other
liabilities by the Borrower or otherwise arises under any contract or agreen together with all of the rights and interest (including all ilens and security such payment or against any of the property of such account debtor or receivable and tex refunds.	y Interest) which Borrows	r may at any time have by law or egregment against any account	t debtor or other abligo robilested to make this
GEMERAL INTANGIBLES: All general intengibles of the Borrower, wh will, trade names, customer lists, permits and franchises, and the right to up in addition to any property generally described above, the following Colle	se Borrower's name	fter acquired, including but not limited to, applications for pete	Ne copylights credenals failed he said and
Personal Guaranty of Robert L.	Brock		
	of the same		
together with all parts, accessories, repairs, improvements and accessions thereto; and	proceeds, products and iss	ue therefrom now or hereafter at any time made or acquired. (5 Description of Real Essess if above Collegers in most acquired.	ee other side for additional terms)
Purpose of Credity Business Renewal	and the second s	or goal or finitures	The condition of the co
Borrower will use Colleteral listed on this Security Agreement fort. Ferming operations Business purposes		If other than Borrower,	
Any person who signs within this enclosure hereby grants to the Secured Perty e S	ecurity Interset in the	name of Record Owner. If checked, this Agreement is to be filed (for second) in the By signing below, the Borrower(s) stages a group and second in the	CONTRACTOR OF THE PROPERTY OF
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Signed Date		Robert II. Throng Che	(Borrent)
TAUTHORIZED SIGNATURE OF LENDER SIGN ONLY IF NECESCARY F		xxx	(Borrower)
Lanny Limbr pust President	COMISSIONY NOTE & SE	CURITY AGRIEMENT - NOTICE & See other ests for importe	nt and amention which is east of this Dominion

Highland Park Bank & Trust

169075

DEMITTED MPBT

TOPEKA. KANSAS

NOT GOOD AFTER SIX MONTHS

44-113

PAY TO THE ORDER OF TANK

Company of the Company

October 18 19 82

THE 25000 authors

DOLLARS

CASHIER'S CHECK MONEY ORDER auntointen

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	Kansas	Democratic Sta	ate Commi	ttee			
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pros	ise to and a	gree to pay as	follows	with HIGHLAND	PARK BANK AN	D TRUST, Topek	a,
	as, 66605:						
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				Schedule			
	Sin	gle Payment of	\$ 25,	000.00	payable Ma	y 1, 1983	
		rest from date					below
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		at the current	13.50*	below at			
		0.,				•	
		stallment Paym				inal payment	
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		num amount to b	0.000				-
3.	loans up to an account of advances made made on such agreement. The bank sha practices al undersigned,	to make loans of the limit set on the books of the bank of the loans, and of the loans, and of the loans, and all credit other charge, and all credit othersigned a second content of the loans.	out in P the ban to the u ther appr i on the es, expen its prope	aragraph I her k in which will ndersigned pur opriate debits account in acc ses and other rly chargeable	reof, and the ll be recorded remant to this s and credits cordance with items properl t to the under	bank shall kee loams and agreement, pa as provided by customary acco y charged to t	yments this
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	of this note						
t	nis loan is a	property: Pers	onal Guar	ranty of Rober	t L. Brock	, cove	ring
_ T	se Security	Lim Agreement will		\$25,000.00)	r indebtedness	and will cove	er after
	quired prope						
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		Bank Prime, a					
S	PROPERTY	LIFE AND	FILING	AMOUNT	FINANCE	TOTAL	T
	INSURANCE	DISABILITY	FEES	FINANCED	CHARGE	PAYMENTS	PERCENTA

The borrower p	promises to pa ed further agr	y to the ban ees to any s	prepaid in full at an k all amounts due on uch payments on this gned and the bank.	this account	on demand.
		NOTICE T	O CONSUMER		
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Lanny Kimbrough, President

October 15, 1982 Highland Park Bank and Trust 2100 SE 29th Street Topeka, Kansas 66605 Gentlemen: I have offered my limited guaranty of \$25,000.00 towards a certain loan of \$25,000.00 to the Kansas Democratic State Committee in order to induce Highland Park Bank and Trust to make said loan. I realize that CI the maturity date on the note is May 1, 1983 and I agree that I will be responsible for one-hundred percent (100%) of the principal and interest LO due and owing on the maturity date. 0 **C** 10

85040

Guaranty of Payment

Te HIGHLAND PARK BANK & TRUST Topeka, Kansas.

KANSAS DEMOCRATIC STATE COMMITTEE
hereinafter styled the borrower) credit from time to time and in consideration of your doing so and it value received and for the purpose of enabling the borrower to obtain such credit, the undersigned here promise and agree to make you prompt payment as they severally mature of all such notes, bills receivabling and overdrafts, acceptances, checks or other instruments or evidence of indebtedness as you make a count or cash for the said borrower, whether or not endorsed by said borrower with or with recourse; And we hereby authorize you at any time or times in such manner and upon such terms as you may see fit to renew, or to extend the time or change the manner or term of payment of any such sum sums of money or any part thereof without notice to us.
And we hereby agree that such extension or extensions of time for or change in the manner or terms of payment or the renewal or renewals of the same shall not in any way release us from or reduce our loility on this guaranty.
This is a continuing guaranty and shall remain in full force and effect until written notice shall had actually been received by you through your cashier, president or vice-presidents that it has been revoked the undersigned or by any of us, but such revocation shall not release us or any of us from any liability he by you at the time of the receipt of such notice. No act or omission of any kind on your part in the premistral in any way whatsoever affect or impair this guaranty. The release of any of the undersigned shall release any of the others from obligation hereunder.
It is further expressly agreed and consented to by the undersigned that in case any security or secuties, or collateral for any such indebtedness, or any part thereof, are at any time or times placed with say the borrower, or by anyone on the borrower's behalf, such security or securities, or collateral, any part thereof, may, at any time or times and without notice to the undersigned, be surrendered to the porrower or substituted in lieu thereof or both, and such action may be repeated as often as borrower and any desire, without in any manner impairing or affecting the obligation of the undersigned as guarantors as aforesaid.
It is expressly understood and agreed by each of the undersigned that liability hereunder shall in panner be dependent or conditioned upon this instrument being signed by any person or persons, and the tis not executed under the consideration or representation that any other person, or persons shall sign that ame.
The undersigned hereby waive any and all notices of acceptance of this guaranty and any and a notices of the creation of any such indebtedness, or any part thereof, and of the respective maturities he same and of the non-payment at maturity or otherwise and of presentment for payment or acceptant and of protest or dishonor of any such indebtedness and hereby bind ourselves and agree, severally arountly without protest and without notice to pay such indebtedness or any part thereof at maturity.
It is further agreed that should you sell, transfer, discount or assign any or all of said notes, bit ecceivable, drafts, acceptances or other instruments or evidence of indebtedness covered by this guarant with or without recourse, then this guaranty shall extend to and inure to the benefit of the transferee assignee of any such instrument so transferred, sold or assigned, and any such assignee or transferee shall extend to same right or rights and cause of action as by this guaranty is granted to you.
The total liability of the undersigned under this guaranty shall in no event exceed the aggrega
principal sum of Twenty-Five Thousand Dollars and No/100 (\$ 25,000.00) Dollar
Dated at Topeka, Kansas, this 15 day of October A. D., 1992
No 1/4 R.
Robert L. Brock
NOSCI E DI STOCK

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FORM KBA - UCCC - SA 1 - DUP - REV. 1/80

SECURITY AGREEMENT

TOPEKA, KANSAS 66605

HIGHLAND PARK BANK & TRUST

HIGHLAND PARK BANK & TRUST

("Bank") a security interest

The undersigned and each of the undersigned grant to... following property and any and all increases, additions, accessions, substitutions and proceeds thereto and therefor (herein called "Collateral"):

Personal Guaranty (Limited to \$25,000.00) of Robert L. Brock

together with all rights relating thereto. Should the Bonk deem any Collateral inadequate or unsatisfactory, or should the value of the Collateral decline the Bank shall have the right to call for additional Callateral to its satisfaction.

The security interest granted to the Bank hereunder shall secure all obligations of the undersigned to the Bank, howsoever created, evidenced or arising, whether

direct or Indirect, absolute or contingent, or now or hereafter existing, or due or to became due ("Obligations").

If any notification of intended disposition by the Bank of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if moiled at least ten (10) days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Bank. The rights, duties and obligations hereunder of the Bank and the undersigned shall, unless otherwise required by law, be governed by the provisions of the Uniform Commercial Code as in effect from time to time in the State of Kansas and other laws of the State of Kansas, or the laws in the State where filed.

If more than one party shall sign this Agreement, the term "undersigned" shall mean and include all parties signing this Agreement and each of them, jointly

The Debtor agrees that he has read this agreement and that this agreement includes and is subject to the additional provisions set forth below and on the reverse side hereof, such additional provisions, without limitation because of enumeration, being incorporated herein by reference.

If the Collateral is to be attached to real estate, a legal description of the real estate is as follows:

and the name of the record owner is . and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, the Debtor will an demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Callateral which is prior to the Secured Party's interest. This security agreement continues on the reverse side.

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may propay the unpoid beforce at any time without penalty. 4. By signing below, you also acknowledge receipt of a copy of this agreement on the date hereof.

HIGHLAND PARK BANK & TRUST

SECURED PARTY TOPEKA, KANSAS 66605 KANSAS DEMOCRATIC STATE COMMITTEE

DEBTOR(S) Willen DEBTOR(S)

by: Robert E. Tilton, Chairman

ADDRESS

By_ LIMITER STATES

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Lanny Kimbrough, President

RESOLUTION OF KANSAS STATE DEMOCRATIC EXECUTIVE COMMITTEE

I, Margaret Hobelman, Secretary of the Kansas
Democratic State Committee, certify that on October 13,1982,
the Executive Committee of the Kansas Democratic State Committee,
held a telephone meeting duly called, and authorized with a
quorum voting in favor of a resolution authorizing Robert E.
Tilton, Chairman of the Kansas Democratic State Committee, to
borrow up to Twenty-five Thousand Dollars (\$25,000.00) on behalf
of the Kansas State Democratic Committee from Highland Park Bank
& Trust Company, of Topeka, Kansas, and to obligate the Kansas
Democratic State Committee for the repayment thereof.

Dated October 13, 1982.

Margaret Hobelman,

Secretary, Kansas State Democratic Committee

ATTEST:

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Robert E. Tilton,

Chairman, Kansas State

Democratic Committee

John Warren McGarry, Chairman % Office of General Counsel Federal Election Commission 1325 K Street, NW Washington, D.C. 20463 CERTIFIED
P 1-91 576 044



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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 8, 1985

Bill Beachy, Executive Director The Kansas State Democratic Committee P.O. Box 1914 Topeka, Kansas

RE: MUR 1873

Dear Mr. Beachy:

This Office is in receipt of your recent letter requesting a one week extension to respond to the Commission's interrogatories in the above-captioned matter. After considering the circumstances detailed in your request, this Office will grant an extension. Accordingly, your response is due on May 13,1985.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely yours,

Charles N. Steele General Counsel

BY: Kenneth A. Grøss

Associate General Counsel



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

May 28, 1985

Robert L. Brock Brock Hotel Corporation 4441 West Airport Freeway Irving, Texas 75062

> RE: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8, 1985, the Commission found reason to believe that you violated 2 U.S.C. §§ 441a(a)(1)(C) and 441a(a)(3). At your request, the Commission, on May 22, 1985, considered your request to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe. Because incomplete responses have been received from other Respondents in this matter, the Commission determined not to grant your request at this time. After the completion of further investigation, the Commission will reconsider your request.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143.

Sincerely,

Charles N. Steele

General Counsel

BY:

Associate General Course

Associate General Counsel

BEFORE THE FEDERAL ELECTION COMMISSION

In the	Matter of)	
)	MUR 1873
Robert	L. Brock)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 22, 1985, the Commission decided by a vote of 5-0 to take the following actions in MUR 1873:

- 1. Decline at this time to enter into conciliation with Robert L. Brock prior to a finding of probable cause to believe.
- Approve the letter attached to the General Counsel's Report signed May 17, 1985.

Commissioners Aikens, Elliott, Harris, McDonald and Reiche voted affirmatively in this matter; Commissioner McGarry did not cast a vote.

Attest:

Date

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Marjorie W. Emmons Secretary of the Commission

In the Matter of) The Kansas Democratic State) Committee - Federal Account) MUR 1873 and Eugene Anderson, as) treasurer) The Kansas Democratic State) Party

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of June 25, 1985, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 1873:

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- 1. Find reason to believe the Kansas
 Democratic State Committee Federal
 Account and Eugene Anderson, as
 treasurer, violated 2 U.S.C. § 441b(a).
- Find reason to believe the Kansas Democratic State Committee violated 2 U.S.C. § 441b(a).
- 3. Take no further action against the Kansas State Democratic Committee Federal Account with regard to the loan from the Highland Park Bank.
- 4. Enter into conciliation with the Kansas Democratic State Committee Federal Account and Eugene Anderson, as treasurer, prior to a finding of probable cause to believe.

(continued)

- 5. Enter into conciliation with the Kansas Democratic State Party prior to a finding of probable cause to believe.
- 6. Approve the conciliation agreement attached to the General Counsel's report dated June 14, 1985.
- 7. Approve the letters attached to the General Counsel's report dated June 14, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry, and Reiche voted affirmatively for the decision.

Attest:

6/27/85

Date

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Mayonie W. Emmons

Marjorie W. Emmons Secretary of the Commission

SENSITIVE

OFFICE OF THE FEC COMMISSION SECRETARY BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

85 JUN 17 P12: 24

The Hyland Park Bank & Trust of Topeka, Kansas

MUR 1873

ETECUTIVE SESSION

GENERAL COUNSEL REPORT

JUN 25 1985

I. BACKGROUND

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On January 8, 1985 the Commission found reason to believe that the Hyland Park Bank and Trust of Topeka, Kansas ("the Bank") violated 2 U.S.C. § 441b by making bank loans thought not in the ordinary course of business to a political committee. The Kansas Democratic State Committee ("the Federal Account") was the recipient of these loans. Underlying the Commission's finding were the Federal Account's reports of irregular payments on the interest and principal on these loans, as well as the Federal Accounts failure to report due dates and interest.

Responding to the Commission's reason to believe finding, the Bank denied that these loans were not in the ordinary course of business, stating it had made efforts to keep the interest on these loans current (although the Federal Account appears to have made some late payments). Additionally, the Bank indicated the principal on these loans had been reduced by amounts greater than reported by the Federal Account. Finally, the Bank enclosed ledger sheets evidencing these loans, including their rates of interest.

II. LEGAL AMALYSIS

Respondents did not file a responsive brief, expressing their approval by telephone of the analysis in OGC's Brief of May 13, 1985.

RECOMENDATION

- 1. Find no probable cause to believe the Hyland Park Bank and Trust of Topeka, Kansas violated 2 U.S.C. § 441b and close the file as to this respondent.
- 2. Approve and send the attached legter

14 June (EST

Charles N. Steele General Counsel

Attachments

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1. Proposed Letter

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 1873

The Kansas Democratic State Committee's Federal Account Larry Gates, as treasurer The Hyland Park Bank and Trust of Topeka, Kansas Robert L. Brock The Kansas Democratic State Committee's State Account

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 4, 1985, the Commission decided by a vote of 6-0 to take the following actions in MUR 1873:

- 1. Find reason to believe the Kansas Democratic State Committee's Federal Account and Larry Gates, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i).
- Find reason to believe the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i).
- 3. Approve the subpoenas and questions submitted with the General Counsel's Report signed April 1, 1985.
- 4. Approve the legal and factual analysis attached to the General Counsel's Report signed April 1, 1985.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter.

Attest:

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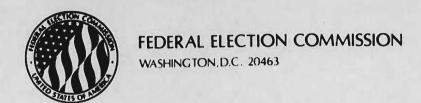
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Marjorie W. Emmons

Secretary of the Commission



MEMORANDUM TO:

CHARLES N. STEELE GENERAL COUNSEL

FROM:

mwe marjorie w. emmons/jody c. ransom

DATE:

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APRIL 16, 1985

SUBJECT:

MUR 1873 - Subpoenas and Orders

The attached subpoenas and orders, which were Commission approved on April 4, 1985 by a vote of 6-0, have been signed and sealed this date.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

April 22, 1985

The Kansas Democratic State Committee's Federal Account
Larry Gates, as treasurer
P.O. Box 1914
Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee's Federal Account
and Larry Gates, as treasurer,

Dear Mr. Gates:

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On April 4, 1985, after evaluating your responses to interrogatories, the Federal Election Commission determined that there is reason to believe The Kansas Democratic State Committee's Federal Account and you, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i), a provision of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the Committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against your Committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Larry Gates Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143. 110 LO 0 John Warren McGarry Chairman 1 Enclosures 0 General Counsel's Factual and Legal Analysis -Procedures Designation of Counsel Statement (" Subpoena to Produce Interrogatories and Submit to Written Answers Questions and listing of subpoenaed materials to the 00 Kansas Democratic State Committee's Federal Account

QUESTIONS TO: Kansas Democratic State Committee's Federal Account, Larry Gates, as treasurer MUR 1873 1. State the full name, address and position of the person answering these questions. State the outstanding amounts due on loans #5006332D and 2. #5006337D to date. 3. State the dates, amounts, and check numbers of all payments towards interest and principal on these loans made by the Federal Account. List the date, amounts, and check numbers of all payments 17 towards interest and principal on these loans made by the State 62. Account. LO List all disbursements made from the proceeds of loan 0 #5006337D including: .0 117 a. check numbers, amounts, and dates of these disbursements 0 b. where (report and page) these disbursements are listed on 23. reports filed with the Commission. 0 List all disbursements made from the proceeds of loan 6. 10 #5006332D including: CO a. check numbers, amounts, and dates of these disbursements b. where (report and page) these disbursements are listed on reports filed with the Commission. 7. State the reason(s) why the Federal Account discontinued reporting these loans on its 1984 October Quarterly Report.

Ouestions for Kansas Democratic State Committee's Federal Account Page 2 State the reason(s) why the Federal Account resumed 8. reporting these loans on its 1984 Year End Report. State the representations made to the lender and the guarantors at the time these loans were made regarding the uses for these loans. 10. State to whom the bank disbursed these loans in October, 1982. State whether, at the time these loans were made, these loans were ever deposited into the Committees's State Account. If so, state the date these proceeds were transferred to the 6.0 Federal Account. Attach a copy of this cancelled check or LO other memoranda of such transfer. 0 12. Please submit the following materials: all books, memoranda, 1:3 payment schedules, cancelled checks, loan agreements, other 0 agreements, guarantees, and all other materials pertaining to 3. loans #500633D and #5006337D made by the Hyland Park Bank in (October, 1982. 10 (1) Notice is given that these materials must be submitted to the Office of General Counsel, Federal Election Commission, 1325 K Street, N.W., Washington, D.C., within 10 days of your receipt of this subpoena. Legible copies which, where applicable, show both sides of documents, may be substituted for originals.

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS MUR 1873 STAFF MEMBER Patty Reilly RESPONDENTS: The Kansas Democratic State Committee's Federal Account Larry Gates, as treasurer SUMMARY OF ALLEGATIONS This matter arises out of the Kansas Democratic State Committee's Federal Account's ("the Federal Account") receipt of \$45,000 in quaranteed loans in October, 1982, from the Hyland Park Bank and Trust of Topeka, Kansas. The Federal Account apparently accepted and disbursed loans intended for the Kansas Democratic State Committee's state account ("The State Account"). Ln The State Account apparently has been repaying interest and 0 principal towards these loans in violation of 11 C.F.R. § 102.5(a)(1)(i). 117 0 FACTUAL BASIS AND LEGAL ANALYSIS و سره Initially it is clear that the Kansas Democratic State (Committee maintains the State Account for non-federal activity as 19 well as a federal account for its federal election activities as 00 permitted by the Act. See 11 C.F.R. § 102.5(a)(1)(i). In October 1982 the Federal Account reported receiving two guaranteed loans from the Hyland Park Bank and Trust of Topeka, Kansas. One loan was for \$25,000 and was guaranteed in full by Robert L. Brock ("the Brock loan"). The other loan of \$20,000 (apparently consolidated from two loans) was guaranteed by four other individuals.

- 2 -

Responses now indicate the Federal Account's Reports regarding both loans may have been in error. Apparently, the loan guaranteed by Brock was originally intended as a loan to the State Account. Nevertheless, the loan proceeds were deposited into the Federal Account. The Federal Account's reports indicate this amount was contributed to the Democratic National Committee for television advertisements for state races. The Federal Account's Response further notes it spent the proceeds from the second guaranteed loans for federal election activities.

Circumstances surrounding these loans are complicated by three additional facts. First, the Committee's State Account has been making payments of interest and principal on both loans.

Committee's Response at 1. 1/ Secondly, the Federal Account's 1984 October Quarterly Report discontinued reporting both loans because it believed these loans were used for "non-reportable activities." The 1984 Year End Report, however, now lists both loans on Schedule C.

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Pursuant to 11 C.F.R. § 102.5, organizations which participate in both federal and non-federal election activity must either establish a federal account or establish a federal committee that accepts contributions subject to the prohibitions and limitations of the Act. The Kansas Democratic State Committee has opted to establish a federal account to finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R.

^{1/} Although this Response states interest was paid by the state account, it appears the state account may also have made a \$1,500 payment on the principal of the \$20,000 loan in April, 1984.

3 § 102.5(a)(1)(i). Only funds subject to the prohibitions and limitations of the Act shall be deposited into this account. Id. Moreover, all disbursements, contributions, expenditures, and transfers by the Committee in connection with a federal election shall be made from its federal account. No transfer may be made to such federal account from any other account maintained by such organization for the purpose of financing activity in connection with non-federal elections. Id. It appears Mr. Brock made a guaranteed loan to the State Account. The State Account apparently transferred the proceeds of the loan to the Federal Account. The Regulations prohibit 27. LO such a transfer. Additionally, the State Account has apparently 0 made payments towards the interest and principal on both loans. .0 The Regulations require such disbursements to be made from the 10 Federal Account. Therefore, this Office recommends that the (Commission find reason to believe the Federal Account violated 1 11 C.F.R. § 102.5(a)(1)(i). 0 10 3

BEFORE THE FEDERAL ELECTION COMMISSION The Kansas Democratic | State Committee's Federal | Account, and | MUR 1873 Larry Gates, as treasurer | SUBPOENA TO PRODUCE DOCUMENTS ORDER TO SUBMIT WRITTEN ANSWERS Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal

Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be

forwarded to the Commission within 10 days of your receipt of this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on April /6 , 1985.

John Warren McGarry

Chairman

ATTEST:

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Marjorie W. Emmons

Secretary to the Commission

Attachments

Questions and listing of materials to the Kansas State Democratic Committee's Federal Account (2 pages)



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

April 22, 1985

The Kansas Democratic State Committee P.O. Box 1914
Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee

Dear Sir/Madam:

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On April 4 , 1985, the Federal Election Commission determined that there is reason to believe the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i), a provision of the Regulations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to The Kansas Democratic State Committee Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143. Sincerely, CI John Warren McGarry . Chairman Enclosures General Counsel's Factual and Legal Analysis -Procedures Designation of Counsel Statement Subpoena to Produce Interrogatories and Submit to Written Answers 10 Questions and listing of subpoeaned materials to the 00 Kansas Democratic State Committee

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS **MUR 1873** STAFF MEMBER Patty Reilly RESPONDENTS: The Kansas Democratic State Committee SUMMARY OF ALLEGATIONS This matter arises out of the Kansas Democratic State Committee's Federal Account's ("the Federal Account") receipt of \$45,000 in guaranteed loans in October, 1982, from the Hyland Park Bank and Trust of Topeka, Kansas. The Federal Account apparently accepted and disbursed loans intended for the Kansas 17 Democratic State Committee's state account ("the State Account"). 10 The State Account apparently has been repaying interest and LO 0 principal towards these loans in violation of 11 C.F.R. § 102.5(a)(1)(i). 10 FACTUAL BASIS AND LEGAL ANALYSIS Initially it is clear that the Kansas Democratic State -Committee maintains the State Account for non-federal activity, C as well as a federal account for its federal election activities 10 00 as permitted by the Act. See 11 C.F.R. § 102.5(a)(1)(i). In October 1982 the Federal Account reported receiving two guaranteed loans from the Hyland Park Bank and Trust of Topeka, Kansas. One loan was for \$25,000 and was guaranteed in full by Robert L. Brock ("the Brock loan"). The other loan of \$20,000 (apparently consolidated from two loans) was guaranteed by four other individuals.

- 2 -Responses to interrogatories sent to the Federal Account indicate the loan guaranteed by Brock was originally intended as a loan to the State Account. Nevertheless, the loan proceeds were deposited into the Federal Account. The Federal Account's reports indicate this amount was contributed to the Democratic National Committee for television advertisements for state races. The Federal Account's response further notes that the Federal Account spent the proceeds from the second guaranteed loans for federal election activities. Circumstances surrounding these loans are further complicated because it appears the Committee's State Account has 10 been making payments of interest and principal on both loans. LA 0 Pursuant to 11 C.F.R. § 102.5, organizations which 15 participate in both federal and non-federal election activity 10 must either establish a federal account or establish a federal 0 committee that only accepts contributions subject to the 77 prohibitions and limitations of the Act. The Kansas Democratic (State Committee has opted to establish a federal account to 10 CO finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R. § 102.5(a)(1)(i). Only funds subject to the prohibitions and limitations of the Act shall be deposited

3 into this account. Id. Moreover, all disbursements, contributions, expenditures, and transfers by the Kansas Democratic State Committee in connection with a federal election shall be made from the Federal Account. No transfer may be made to such federal account from any other account maintained by such organization for the purpose of financing activity in connection with non-federal elections. Id. It appears Mr. Brock made a guaranteed loan to the State Account. The State Account apparently transferred the proceeds of the loan to the Federal Account. The Regulations prohibit such a transfer. Additionally, the State Account has apparently 1.7 made payments towards the interest and principal on both loans. LO 0 The Regulations require such disbursements to be made from the 1 Federal Account. Therefore, this Office recommends that the 117 Commission find reason to believe the Kansas Democratic State 0 Committee violated 11 C.F.R. § 102.5(a)(1)(i). 17 C" 10 00

QUESTIONS TO: Kansas Democratic State Committee MUR 1873 State the full name, address and position of the State Account of the Kansas Democratic State Committee ("the State Account"). State the full name, address, and position of the person the 2. answering these questions. 3. State whether, during October 1982 the State Account arranged for guaranteed bank loans from the Hyland Park Bank and Trust of Topeka, Kansas. If the answer to interrogatory #3 is yes, state the date, 0 amounts, and check numbers of all payments towards interest and 10 principal on these loans made by the State Account. LA 0 5. If the answer to interrogatory #3 is no, state whether the . " State Account made any payments of interest or principal on loans 10 held by the Kansas Democratic State Committee's Federal Account 0 ("the Federal Account"). . 5 6. If the answer to interrogatory #5 is yes list the dates, C 10 amounts, and check numbers of all payments towards interest and 0 principal on these loans made by the State Account. 7. State the representations made to the lender and the guarantors at the time these loans were made, and at any later dates, regarding the uses for these loans. Please submit all books, memoranda, payment schedules, 8. cancelled checks, loan agreements, other agreements, guarantees,

Questions for Kansas Democratic State Committee Page 2 and all other materials pertaining to loans #500633D and #5006337D made by the Hyland Park Bank in October, 1982. Notice is given that these materials must be submitted to the Office of General Counsel, Federal Election Commission, 1325 K Street, N.W., Washington, D.C., within 10 days of your receipt of this subpoena. Legible copies which, where applicable, show both sides of documents, may be substituted for originals. 20 LO 0 1 17 7. C 10 00

BEFORE THE FEDERAL ELECTION COMMISSION The Kansas Democratic MUR 1873 State Committee SUBPOENA TO PRODUCE DOCUMENTS ORDER TO SUBMIT WRITTEN ANSWERS Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce requested documents. Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of this Order/Subpoena. 0 WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on aprel 16, 1985. 10 0 77 0 10 00 ATTEST: Secretary to the Commission

Attachments

Questions and listing of materials to the Kansas State Democratic Committee (2 pages)

SENSITIVE •

BEFORE THE FEDERAL ELECTION COMMISSION (CO.

In the Matter of

The Kansas Democratic State Committee's
Federal Account
Larry Gates, as treasurer

The Hyland Park Bank and Trust
of Topeka, Kansas

Robert L. Brock

The Kansas Democratic State Committee's

GENERAL COUNSEL'S REPORT

I. BACKGROUND

State Account

On January 8, 1985, the Commission determined that there is reason to believe the Kansas Democratic State Committee's Federal Account ("the Federal Account") and Larry Gates, as treasurer, violated 2 U.S.C. § 44la(f) by receiving an excessive contribution in the form of a \$25,000 loan guaranteed by Robert L. Brock in October, 1982. The Commission also determined that there is reason to believe the Federal Account and its treasurer, and the Hyland Park Bank and Trust of Topeka, Kansas ("the Bank") violated 2 U.S.C. § 441b because of indications this guaranteed loan and other guaranteed loans received by the Federal Accounnt at that time might not have been made in the ordinary course of business. In addition, the Commission determined that there is reason to believe the Federal Account violated 11 C.F.R. §§ 104.11(a) and 104.3(b)(3)(iii) by failing to properly report these loans. Finally, the Commission determined that there is reason to believe that Robert L. Brock violated 2 U.S.C. §§ 44la(a)(1)(C) and 44la(a)(3) by making excessive contributions

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- 2 to the Federal Account and other federal candidates and committees during 1982. Notification letters were mailed to the respondents on January 11, 1985. On that date, interrogatories also were mailed to the Federal Account and the Bank. All of the respondents have submitted responses to the Commission's interrogatories and findings. As discussed below, these indicate other possible violations of the Act by the Federal Account. FACTUAL AND LEGAL ANALYSIS Initially, it is clear that the Kansas Democratic State 0 0 Committee maintains a state account ("the State Account") for LO non-federal activity as well as the Federal Account for its 0 federal election activities as permitted by the Act. See 11 C.F.R. \S 102.5(a)(1)(i). 10 In October 1982, the Federal Account reported receiving two 0 guaranteed loans from the Hyland Park Bank and Trust of Topeka, -Kansas. One loan was for \$25,000 and was guaranteed in full by C 10 Robert L. Brock ("the Brock loan"). The other loan for \$20,000 00 (apparently consolidated from two loans) was guaranteed by four other individuals. Responses now indicate the Federal Account's Reports regarding both loans may have been in error. Apparently, the loan guaranteed by Brock was originally intended as a loan to the State Account. Response of Robert Brock at 1. Response of the Bank at 1. Nevertheless, the loan was deposited into the Federal

- 3 -Account. Federal Account's Response at 1. The Federal Account's reports indicate this amount was then contributed to the Democratic National Committee for television advertisements for state races. Id. The Federal Account's Response further notes it spent the proceeds from the second guaranteed loan "for Coordinated Expenditures on behalf of the campaign of Jim Slattery who was elected to the U.S. House of Representatives." Id. at 2. Circumstances surrounding these loans are complicated by three additional facts. First, the State Account has been making 50 payments of interest and principal on both loans. Committee's LO Response at 1.1/ Secondly, the Federal Account's 1984 October 0 Quarterly Report discontinued reporting both loans because the . Committee believed those loans were used for "non-reportable 10 activities." The 1984 Year End Report, however, now lists both 0 loans on Schedule C. -1 Pursuant to 11 C.F.R. § 102.5, organizations which C 10 participate in both federal and non-federal election activity must 00 either establish a federal account or establish a political committee that only accepts contributions subject to the prohibitions and limitations of the Act. The Kansas Democratic State Committee has opted to establish the Federal Account to finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R. § 102.5(a)(1)(i). Only funds subject to This Response states interest was paid by the State Account. It appears, however, that the State Account also may have made a \$1,500 payment on the principal of the \$20,000 loan in April, 1984.

the prohibitions and limitations of the Act shall be deposited into this account. Id. Moreover, all disbursements, contributions, expenditures, and transfers by the Kansas Democratic State Committee's Federal Account in connection with a federal election shall be made from the Federal Account. No transfer may be made to such federal account from any other account maintained by such organization for the purpose of financing activity in connection with non-federal elections. Id. It appears Mr. Brock made a guaranteed loan to the State Account. The State Account apparently transferred the proceeds of the loan to the Federal Account. The Regulations prohibit 2 LO such transfers. Additionally, the state account apparently has 0 made payments towards the interest and principal on both loans. 5 The Regulations require all disbursements on behalf of the 17 Federal Account to be made from the Federal Account. Therefore, 0 this Office recommends that the Commission find reason to believe V the Kansas Democratic State Committee's Federal Account and Larry C 157 Gates, as treasurer, and the Kansas Democratic State Committee 00 violated 11 C.F.R. § 102.5(a)(1)(i). RECOMMENDATIONS 1. Find reason to believe the Kansas Democratic State Committee's Federal Account and Larry Gates, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i). Find reason to believe the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i). Approve the attached subpoenas and questions. 3.

-5Approve the attached legal and factual analyses.

Charles N. Steele
General Counsel

Jenil 1, 1985

By:

Kenneth A. Gross

Associate General Counsel

Attachments

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1. Response of Robert L. Brock

2. Response of the Hyland Park Bank and Trust

- 3. Response of the Kansas Democratic State Committee
- 4. Subpoena to the Kansas Democratic State Committee's Federal Account
- 5. Subpoena to the Kansas Democratic State Committee
- 6. Legal and Factual Analyses
- 7. Proposed letters (2)





Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer February 20, 1985

FEDERAL EXPRESS

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873

Robert L. Brock

Dear Ms. Reilly:

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I received the General Counsel's Factual and Legal Analysis in the above captioned matter on February 11, 1985, and wish to submit the following responses:

- l) With regard to the loans from the Highland Park Bank and Trust to the Kansas Democratic State Committee, it was my understanding that the proceeds were to be expended by the State Committee in behalf of State and local campaigns. At the request of state party officials, I agreed to guarantee these loans with the firm belief and assurance that this did not constitute contributions under the purview of the Federal Election Campaign Act;
- 2) Regarding the allegation that I appear to have exceeded the \$25,000 yearly contribution limitation in 1982, I do not believe that to be the case. I was very much aware of the limitation and consulted closely with my accountant and personal secretary as my total contributions approached the limit. I made a conscious and deliberate effort to avoid exceeding the limit and do not believe that I did. May I ask what the basis is for this allegation? Are you able to provide me a list of my contributions which total in excess of that limitation? I would appreciate receiving such information so that I may compare it with my records. I am confident that I did not exceed the limitation and certainly did not consciously do so.

In conclusion, I wish to state that I strongly support the disclosure and limitation provisions of the Federal Election Act. I believe they are essential to the conduct of free and fair elections. I would never consciously or deliberately violate the law. If I have inadvertantly violated any provision of the laws, I ask that it be specified and I will take whatever corrective action is required.

Thank you for your consideration of this response.

Sincerely.

Robert L. Brock

RLB/gli ATTACHM ENT

4441 W. Airport Frwy. • Irving, TX 75062 • (214) 258-8500

85 FEB 5 A8: 32

P. O. BOX 5228 # 2100 S. E. 29TH STREET, TOPEKA, KANSAS 66606 # MIDTOWN BANK, 10TH & MULYANE # 913/266-8521 *

Highland Park Bank & TRUST MEMBER FOIG

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LANNY J. KIMBROUGH, PRESIDENT

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February 1, 1985

Ms. Patty Reilly Federal Election Commission Office of the General Counsel 1325 K St. NW Washington, D.C. 20463

Dear Ms. Reilly:

I am enclosing a copy of the letter written to you on January 21, 1985 along with the responses to the interrogatories regarding MUR 1873, Kansas Democratic State Committee. I am sorry that you did not get these on the original mailing, as it was done in a timely fashion.

I will appreciate hearing from you as quickly as possible so that this may be resolved.

Sylicerety,

Lanny Kimbrough President

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P. O. BOX 5228 # 2100 S. E. 29TH STREET TOPEKA KANSAS 56505 # MIDTOWN BANK 10TH & MULVANE # 913, 066-8601 Highland LANNY J. KIMBROUGH, PRESIDENT Park January 21, 1985 Bank & TRUST MEMBER FOIC fallow 2-1-85 Ms. Patty Reilly Federal Election Commission
Washington, D.C. 20463
Formula Course
The Course Course
The Cou MUR 1873 HIGHLAND PARK BANK AND TRUST (KANSAS DEMOCRATIC STATE COMMITTEE) Dear Ms. Reilly: I have your letter of January 14, 1985 alleging that there is reason to believe our bank violated 2 U.S.C. 441b of the Federal Election Campaign Act of 1971. as amended. In The first and most obvious reason that the bank did not violate any provisions 0 of the Federal Act is that the information reported by the Mansas Democratic State Committee was absolutely erroneous. I have no idea where the information 10 came from, other than the possibility of them paying out of a state account and 10 a federal account; however, this bank has never and will never be in violation of the act. We have made every effort to keep the interest current, and have 0 scen a reduction in principal in excess of that stated in your "General Counsel's Factual And Legal Analysis." . L. 0 I am attaching with this letter the answers to your Interrogatories regarding this matter. 10 I expect to hear from you within ten (10) days as to the results of this investi-00 gation, as we are very upset about having been accused as a participant in a violation of federal law. Sincerely, Lanny J. Kimbrough President 1 Kime Enclosures

ANSWERS TO INTERROGATORIES

- 1. Highland Park Bank and Trust
 P. O. Box 5228 2100 SE 29th
 Topeka, KS 66605
- 2. Lanny J. Kimbrough, 2208 Knollwood Drive. Topeka, KS 66611 President of Highland Park Bank & Trust
- 3. YES

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- 3.i) Loan 5006332D:
 Robert L. Brock \$25,000.00
 Loan 5006387D:
 Robert L. Brock \$5,000.00
 Gary H. Keller \$5,000.00
 John F. Frieden \$5,000.00
 Jim Parrish \$5,000.00
- 5.ii) Loan 5.06332D: October 18, 1982 Loan 5006337: October 20, 1982
- 3iii) These loans were due on ninety (90) day renewable notes.
- 3iv) Loan 5006332D: February 19, 1985 Loan 5006337D: March 20, 1985
- 4. a.i) loan 5006332D:
 May 1, 1983 12.5%
 August 29, 1983 13.0%
 November 27, 1983 2% Over Highland Park Bank Lending
 Index Rate Floating.
 - Loan 5006337D:
 March 1, 1985 12.0%
 June 29, 1985 13.5%
 September 27, 1985 14.0%
 December 26, 1983 2% Over Highland Park Bank Lending
 Index Rate Floating

THESE NOTES WERE RENEGOTIATED FOR PURPOSES OF INTEREST RATE CHANGES.

4. a.ii) The terms of these negotiations were exactly as the original loan with the exception of changing the interest rates (as shown in 4.a.i) above. Each of these renegotiated loans were set up for a 90 day interest payment, which, of course, has always been made. There were no additional guaranters requested on the renegotiations.

Page 2
Answers To Interrogatories
RE: MUR 1873: HIGHLAND PARK BANK AND TRUST (KANSAS DEMOCRATIC STATE COMMITTEE)

- 5. These loans were renegotiated strictly for interest rate adjustments, as was previously mentioned. There were no formal or informal arrangements or understandings between the bank and the guarantors.
 - . Note #5006332 has been reduced from \$25,000.00 down to \$20,000.00, a reduction of \$5,000.00.

Note #5006337 has been reduced from \$20,000.00 down to \$17,500.00, a reduction of \$2,500.00.

I am enclosing a copy of our hand-posted ledger sheet that accompanies each of our notes, which will give you the dates and amounts of payments to each loan, which will show you that the amounts are as stated earlier.

Answers To Interrogatories dated January 21, 1985.

HIGHLAND PARK BANK AND TRUST

Lanny Kimbrough

President

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Opened---10-18- STATE COMMITTEE

PRIME each 1st of MO.

12 -31-22 .

Note No.Ser6332

Rate 13.50

Original Amt. \$25,000.00

DATE	EFATE	INTEREST	PRINCIPAL	BALANCE	PD. THRU
5-2-83	5-1-83	1576.39	PM.	25,000.00	5-1-83
2.31.93	8-29-13	1051,39		25.000.00	8.29.83
12.15.45	11.27.15	812.49		25.000.00	11.27.18
3-28-84	2-25-84	875.00		25,000.00	2-25-84
2.53.14	-		5000.00	20.000 00	_
611.201 -	ખેટલ્ટ	902.07	_	20000.00	by 20.2
9.4.84	8.23.64	760.54		2000000	£-23-84
1312.64	112184	76667		30.000.06	1131.154
		,			

Opened--- 10-20-82 Ofcr. IE

PRIME @ 1st of Mo. Prime

Ofcr. 18 Note No. 500-6337 Rate 13,50 13.50

Approved for \$20,000.00

Original Amt. \$15,000.00

DATE	DATE	INTEREST	PRINCIPAL	BALANCE	PD. THRU		
10-26-82			: 5000.9	20,000.00			
3-3-83	3-1-83	853.74	/ _	20,000.00			
6-29-83				19,0000	6-29-83		
11.8.83	927.53		-	19.00000	9.27-83		
2.13.84	12.26.93	L65.00		19.000.00	12-26-83		
3.12.84			1500.00	17500.00			
4-4-84	3-25-84	657.41	_	17500.00	3-25-84		
7.30-84	6.23.84	648.84		17 500.00	6.23.84		
109.84	4.21.84	していいて		17.500 00	9.31.84		
1.21/15	133(2-1	دين يا		17.5000	12-76 34		
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Kansas Democratic State Committee

P.O. Box 1914 Topeka, Kenses 66601 (913) 234-0425 Pet Lehman Chairperson Bill Beachy

Executive Director

February 19, 1985

Patty Reilly General Counsels Office Federal Elections Commission Washington, D. C. 20463

Dear Patty,

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Enclosed are the answers to the Interrogatories regarding MUR 1873.

Regarding the loan #5006332D for \$25,000.00 that was used for the generic Democratic ads, I have been able to trace its receipt and later disbursement through our Federal Account, which I'm afraid was a mistake made by the State Committee's Staff back in 1982. Because the ads were used for the benefit of our Kansas Governor's reelection and state legislative and local races there was no need for them to have been paid from the Federal Account or to have been reported on that 1982 FEC report or subsequent reports.

Further, due to the fact that the loan was deposited into and then disbursed from the wrong account and the fact that subsequent interest payments for each of the two loans in question were made from our State Account the FEC report did not reflect those payments.

I will give you a call within a couple days to discuss what the next steps are regarding our remedying this matter.

Sincerely,

Bill Beachy

Executive Director

BB:ch

AITACIMENT # 3

ANSWERS TO INTERROGATORIES

- 1. Kansas Democratic State Committee P. O. Box 1914
 Topeka, KS 66601
- Bill Beachy, Executive Director
 P. O. Box 1914
 Topeka, KS 66601
- 3. Yes

00

- i) Loan 5006332D:
 Robert L. Brock \$25,000.00
 Loan 5006337D:
 Robert L. Brock \$5,000.00
 Gary H. Keller \$5,000.00
 John F. Frieden \$5,000.00
 Jim Parrisn \$5,000.00
- C: ii) Loan 5006332D
 October 18, 1982
 Loan 5006337D
 October 20, 1982
- iii) The loans were due on ninety (90) day renewable notes.
- Payable on demand with accrued interest due and payable each ninety (90) days.
- v) 13.5% on each loan
- May 1, 1983 12.5%
 August 29, 1983 13.0%

November 27, 1983 2% over Highland Park Bank Lending Index Rate-Floating

Loan 5006337D:
March 1, 1983 12.0%
June 29, 1983 13.5%
September 27, 1983 14.0%
December 26, 1983 2% over Highland Park Bank Lending Index Rate-Floating

ii) The terms of the renogotiations were the same as the original loans except that the interest rates were changed as shown above. Each of the renegotiated loans were set up for a ninety (90) day interest payment. There were no additional guarantors.

Page 2 The notes have been partially repaid: 5006332D - \$5,000.00 on 5-18-84 5006337D - \$1,500.00 on 3-1-84 5. Loan 5006332D was used for generic Democratic TV ads prepared by the 6. Democratic National Committee to benefit the statewide reelection campaigns of Governor John Carlin and State Legislative and County races. Loan 5006337D was used for Coordinated Expenditures on behalf of the campaign of Jim Slattery who was elected to the U.S. House of Representatives. 10 LO 0 17 0 J. C 10 00

BEFORE THE FEDERAL ELECTION COMMISSION

The Kansas Democratic | State Committee's Federal | Account, and | MUR 1873 | Larry Gates, as treasurer | SUBPOENA TO PRODUCE DOCUMENTS ORDER TO SUBMIT WRITTEN ANSWERS

Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce requested documents.

Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of this Order/Subpoena.

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his hand on . 1985.

John Warren McGarry Chairman

ATTEST:

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Marjorie W. Emmons Secretary to the Commission

Attachments
Questions and listing of materials to the Kansas State
Democratic Committee's Federal Account (2 pages)

ATTACHMENT#4.

BEFORE THE FEDERAL ELECTION COMMISSION The Kansas Democratic MUR 1873 State Committee SUBPOENA TO PRODUCE DOCUMENTS ORDER TO SUBMIT WRITTEN ANSWERS Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce requested documents. Such answers must be submitted under oath and must be forwarded to the Commission within 10 days of your receipt of LO this Order/Subpoena. 0 WHEREFORE, the Chairman of the Federal Election Commission .0 . has hereunto set his hand on , 1985. 10 0 de. C John Warren McGarry 10 Chairman 00 ATTEST: Marjorie W. Emmons Secretary to the Commission Attachments Questions and listing of materials to the Kansas State Democratic Committee (2 pages) ATTACIMENT #5

Questions for Kansas Democratic State Committee Page 2 and all other materials pertaining to loans #500633D and \$5006337D made by the Hyland Park Bank in October, 1982. Notice is given that these materials must be submitted to the Office of General Counsel, Federal Election Commission, 1325 K Street, N.W., Washington, D.C., within 10 days of your receipt of this subpoena. Legible copies which, where applicable, show both sides of documents, may be substituted for originals. C. 1 LO 0 40 10 0 7 0 10 00

PEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS **MUR 1873** STAFF MEMBER Patty Reilly RESPONDENTS: The Kansas Democratic State Committee's Federal Account Larry Gates, as treasurer SUMMARY OF ALLEGATIONS This matter arises out of the Kansas Democratic State Committee's Federal Account's ("the Federal Account") receipt of \$45,000 in quaranteed loans in October, 1982, from the Hyland Park Bank and Trust of Topeka, Kansas. The Federal Account apparently accepted and disbursed loans intended for the Kansas Democratic State Committee's state account ("The State Account"). The State Account apparently has been repaying interest and 0 principal towards these loans in violation of . 11 C.F.R. § 102.5(a)(1)(i). 10 FACTUAL BASIS AND LEGAL ANALYSIS 0 2 Initially it is clear that the Kansas Democratic State 0 Committee maintains the State Account for non-federal activity as 10 well as a federal account for its federal election activities as 0 permitted by the Act. See 11 C.F.R. § 102.5(a)(1)(i). In October 1982 the Federal Account reported receiving two quaranteed loans from the Hyland Park Bank and Trust of Topeka, Kansas. One loan was for \$25,000 and was guaranteed in full by Robert L. Brock ("the Brock loan"). The other loan of \$20,000 (apparently consolidated from two loans) was guaranteed by four other individuals. ATTACHMENT # 6 (FEDERAL ACCOUNT)

Responses now indicate the Federal Account's Reports regarding both loans may have been in error. Apparently, the loan guaranteed by Brock was originally intended as a loan to the State Account. Nevertheless, the loan proceeds were deposited into the Federal Account. The Federal Account's reports indicate this amount was contributed to the Democratic National Committee for television advertisements for state races. The Federal Account's Response further notes it spent the proceeds from the second guaranteed loans for federal election activities.

Circumstances surrounding these loans are complicated by three additional facts. First, the Committee's State Account has been making payments of interest and principal on both loans. Committee's Response at 1. 1/ Secondly, the Federal Account's 1984 October Quarterly Report discontinued reporting both loans because it believed these loans were used for "non-reportable activities." The 1984 Year End Report, however, now lists both loans on Schedule C.

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Pursuant to 11 C.F.R. § 102.5, organizations which participate in both federal and non-federal election activity must either establish a federal account or establish a federal committee that accepts contributions subject to the prohibitions and limitations of the Act. The Kansas Democratic State Committee has opted to establish a federal account to finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R.

^{1/} Although this Response states interest was paid by the state account, it appears the state account may also have made a \$1,500 payment on the principal of the \$20,000 loan in April, 1984.

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It appears Mr. Brock made a guaranteed loan to the State Account. The State Account apparently transferred the proceeds of the loan to the Federal Account. The Regulations prohibit such a transfer. Additionally, the State Account has apparently made payments towards the interest and principal on both loans. The Regulations require such disbursements to be made from the Federal Account. Therefore, this Office recommends that the Commission find reason to believe the Federal Account violated 11 C.F.R. § 102.5(a)(1)(i).

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS **MUR 1873** STAFF MEMBER Patty Reilly The Kansas Democratic State Committee RESPONDENTS: SUMMARY OF ALLEGATIONS This matter arises out of the Kansas Democratic State Committee's Federal Account's ("the Federal Account") receipt of \$45,000 in quaranteed loans in October, 1982, from the Hyland Park Bank and Trust of Topeka, Kansas. The Federal Account apparently accepted and disbursed loans intended for the Kansas 50 Democratic State Committee's state account ("the State Account"). The State Account apparently has been repaying interest and In 0 principal towards these loans in violation of 11 C.F.R. § 102.5(a)(1)(i). 10 FACTUAL BASIS AND LEGAL ANALYSIS 0 Initially it is clear that the Kansas Democratic State ---Committee maintains the State Account for non-federal activity, C as well as a federal account for its federal election activities 10 00 as permitted by the Act. See 11 C.F.R. § 102.5(a)(1)(i). October 1982 the Federal Account reported receiving two quaranteed loans from the Hyland Park Bank and Trust of Topeka, Kansas. One loan was for \$25,000 and was quaranteed in full by Robert L. Brock ("the Brock loan"). The other loan of \$20,000 (apparently consolidated from two loans) was guaranteed by four other individuals.

ATTACHMENT #6 (STATE COMMITTEE)

Responses to interrogatories sent to the Federal Account indicate the loan guaranteed by Brock was originally intended as a loan to the State Account. Nevertheless, the loan proceeds were deposited into the Federal Account. The Federal Account's reports indicate this amount was contributed to the Democratic National Committee for television advertisements for state races. The Federal Account's response further notes that the Federal Account spent the proceeds from the second quaranteed loans for federal election activities. Circumstances surrounding these loans are further complicated because it appears the Committee's State Account has 3 been making payments of interest and principal on both loans. LO 0 Pursuant to 11 C.F.R. § 102.5, organizations which 10 participate in both federal and non-federal election activity 10 must either establish a federal account or establish a federal 0 committee that only accepts contributions subject to the 130 prohibitions and limitations of the Act. The Kansas Democratic 0 State Committee has opted to establish a federal account to 10 3 finance activity in connection with federal elections. This account must be treated as a separate political committee. 11 C.F.R. § 102.5(a)(1)(i). Only funds subject to the prohibitions and limitations of the Act shall be deposited

Federal Account. Therefore, this Office recommends that the Commission find reason to believe the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a) (1) (i).

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

The Kansas Democratic State Committee's Federal Account Larry Gates, as treasurer P.O. Box 1914
Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee's Federal Account
and Larry Gates, as treasurer,

Dear Mr. Gates:

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On , 1985, after evaluating your responses to interrogatories, the Federal Election Commission determined that there is reason to believe The Kansas Democratic State Committee's Federal Account and you, as treasurer, violated 11 C.F.R. § 102.5(a)(1)(i), a provision of the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the Committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against your Committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Larry Gates Page 2 stating the name, address and telephone number of such counsel. and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202) 523-4143. Sincerely, John Warren McGarry Chairman 10 Enclosures 0 General Counsel's Factual and Legal Analysis Procedures . 34. Designation of Counsel Statement C Subpoena to Produce Interrogatories and Submit to Written Answers 10 Questions and listing of subpoenaed materials to the Kansas Democratic State Committee's Federal Account 00



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

The Kansas Democratic State Committee P.O. Box 1914
Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee

Dear Sir/Madam:

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On , 1985, the Federal Election Commission determined that there is reason to believe the Kansas Democratic State Committee violated 11 C.F.R. § 102.5(a)(1)(i), a provision of the Regulations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter. Statements should be submitted under oath.

In the absence of any additional information which demonstrates that no further action should be taken against your committee, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to The Kansas Democratic State Committee Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at (202)523-4143. Sincerely, LO 0 John Warren McGarry Chairman 12 Enclosures General Counsel's Factual and Legal Analysis 130 Procedures Designation of Counsel Statement 0 Subpoena to Produce Interrogatories and Submit to Written Answers 10 Ouestions and listing of subpoeaned materials to the 00 Kansas Democratic State Committee



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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

March 1, 1985

Robert L. Brock Brock Hotel Corporation 4441 W. Airport Freeway Irving, Texas 75062

RE: MUR 1873

Dear Mr. Brock:

This is in response to your request for a listing of contributions made by you during the 1982 election year cycle. The attached list compiled from our records indicates you made \$26,500 in contributions. Note a contribution made to a candidate in a year other than the calendar year in which the election is held is considered to be made during the calendar year in which the election is held. See 2 U.S.C. § 441a(a)(3).

Please indicate whether this is an accurate listing, documenting any claims of refunds with a copy of a cancelled check or similar memoranda.

If you have any questions, please contact Patty Reilly, the attorney assigned to this matter, at 202-523-4143.

Sincerely,

Charles N. Steele General Counsel

By:

Kenneth A. Gross

Associate general Counsel

Enclosure

Contribution List

Listing of Contributions by Robert L. Brock - 1982

	Committee	Date	Amount
1.	Vandergriff for Congress	10/28/82	\$1000
2.	Blackburn for Congress	4/23/82	\$500
3.	Jim Slattery for Congress	12/23/81	\$1000
4.	Jim Slattery for Congress	8/27/82	\$1000
5.	Glickman for Congress	6/23/82	\$1000
6.	Democratic Congressional Dinner Committee	3/01/82	\$2000
7.	Senator Lloyd Benson Election Committee	9/08/81	\$500
8.	INN/PAC International . Association of Political Action Committees	4/29/82	\$1000
9.	Democratic Congressional Campaign Committee	6/28/82	\$500
10.	Glickman for Congress Committee	4/12/82	\$500
11.	Democratic Senatorial Campaign Committee	3/03/82	\$500
12.	Democratic Congressional Campaign Committee, Inc.	9/22/82	\$5000
13.	Democratic House & Senate Counsel	7/06/82	\$1500
14.	Democrats for the '80's	7/06/82	\$5000
15.	Rowe for Congress	9/30/82	\$500
16.	Democratic Congressional Campaign Committee, Inc.	10/18/82	\$2500
17.	Martin Frost Campaign Committee	10/25/82	\$500
18.	Kostar for Congress Committee	8/03/82	\$1000

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Page 2
Contribution List

19. DNC Services Corporation; 5/24/82 \$500
Democratic National
Committee

20. Texas Democratic Party- 10/25/82 \$500
Federal

Total

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 4, 1985

Robert L. Brock 4441 W. Airport Freeway Irving, Texas 70562

Re: MUR 1873

Robert L. Brock

Dear Mr. Brock:

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Pursuant to your conversation with Patty Reilly of this Office, please find enclosed a copy of the General Counsel's Factual and Legal Analysis in the above captioned matter. Any response you may wish to file is due within ten days of your receipt of this letter.

If you have any further questions concerning this matter you may contact Ms. Reilly at (202) 523-4143.

Sincerely

Kenneth A. Gross

Associate General Counsel

Enclosure

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR
STAFF MEMBER & TEL. NO.
Patty Reilly
(202) 523-4143

RESPONDENT Robert L. Brock

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SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

\$ 441a(a)(3) and 2 U.S.C. \$ 441a(a)(1)(C). In addition to the

loan endorsements, Mr. Brock appears to have made at least

\$26,500 in contributions to federal candidates, political parties

and non-party committees which appear to be attributable to the

calendar year of 1982. These also appear to exceed the

limitations of 2 U.S.C. \$ 441a(a)(3).

FACTUAL AND LEGAL ANALYSIS

Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. \$ 431(8)(B). The unpaid balance of a guaranteed loan is considered a loan made by each endorser. 2 U.S.C. \$ 431(8)(B) (vii). Accordingly, Mr. Brock's guarantees are contributions.

The Act establishes limitations on individual contributions. No person is permitted to make contributions exceeding \$5,000 per

- 2 year to an unauthorized political committee. 2 U.S.C. \$ 441a(a) (1)(c). Individuals are not permitted to make contributions aggregating more than \$25,000 per calendar year. 2 U.S.C. s 441a(a)(3). Mr. Brock's guaranteed loans constitute contributions by him to the Committee. His guarantee of \$30,000 exceeds both his contribution limit to an unauthorized political committee and his \$25,000 yearly contribution limitation. Additionally, his contributions of \$26,500 to other candidates and committees during 1982 also exceed his annual limitation for that year. 10 Accordingly, there is reason to believe he is in violation of 0 2 U.S.C. §§ 44la(a)(3) and 44la(a)(1)(C). 10 0 .0 in 0 (1.50 00



Kansas Democratic State Committee

P.O. Box 1914 Topoka, Kansos 66601 (913) 234-0426

Pat Lehman Chairperson

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so co Bill Beachy Executive Director

22 January 1985

Patty--

Thanks for talking with me Friday. If there is anything more that you or the Commission needs regarding my request for additional time please give me a call.

I'm in a mad rush this week to get everything underway, before I leave for Washington, for our statewide Convention and election of officers when I return.

If you need to catch me during my week in Washington (Jan 28-Feb 1) my staff will know where I can be reached.

Thanks again for your help.

Sincerely,

Bill Beachy

Patty Reilly FEC, General Councils Office Washington, D.C. 20463

MCO#VES 943FEC



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Kansas Democratic State Committee

P.O. Box 1914 Topoka, Kansas 60001 (913) 294-0425

Pat Lehman Chairperson

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BM Beachy Executive Director Mux 1873 Reily

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22 January 1985

John Warren McGarry Chairman Federal Election Commission Washington, D.C. 20463

Dear Mr. McGarry:

I have received your January 11, 1985, "reason to believe" letter re: MUR 1873. I am writing to ask for an extension of time to respond because of special circumstances in this matter.

None of the State Committee's officers (Chair, Vice-Chair, Secretary of Treasurer) when the loans in question were made are currently in office. And our current officers are involved in the national and state Parties' reelection campaigns for leadership. The first takes them (and me) to Washington next week and the latter involves their own reelection the second week of their return to the state which could possibly result in their being replaced by new officers. That election is the 16th of February.

The week following that Kansas election and specifically the day following it (February 17) when the State Committee's Executive Committee will meet is when I can most accurately establish the facts on these old loans and have the interrogitories answered by a current official who will then be on board to followup with the Commission regarding this matter. Further, an extention of time until at least that reelection date of our officers will allow me, when I return from Washington the second week of February, to try to establish from the old records in this office what some of the facts are regarding those two loans made back in 1982. As I have pointed out in earlier letters to your Reports Analysis Division the records in this office that I and my new staff inherited this past year were not in the best of shape. researching those old records continues to take considerable time in itself.

Federal Election Commission -2-22 January 1985 I want this important matter taken care of as soon as possible and in as careful and accurate a manner as possible. This additional time will allow our officers and myself to do that. Sincerely Executive Director 00 LO 0 0 10 0 d. C 10 00



Kansas Democratic State Committee

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Patty Reilly General Councils Office Federal Election Commission Washington, D.C. 20463







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Kansas Democratic State Committee

P.O. Box 1914 Topeka, Kaness 66601 (913) 234-0425

Pet Lehman Chairperson

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Bill Beachy Executive Director February 19, 1985

Patty Reilly General Counsels Office Federal Elections Commission Washington, D. C. 20463

Dear Patty,

Enclosed are the answers to the Interrogatories regarding MUR 1873.

Regarding the loan #5006332D for \$25,000.00 that was used for the generic Democratic ads, I have been able to trace its receipt and later disbursement through our Federal Account, which I'm afraid was a mistake made by the State Committee's Staff back in 1982. Because the ads were used for the benefit of our Kansas Governor's reelection and state legislative and local races there was no need for them to have been paid from the Federal Account or to have been reported on that 1982 FEC report or subsequent reports.

Further, due to the fact that the loan was deposited into and then disbursed from the wrong account and the fact that subsequent interest payments for each of the two loans in question were made from our State Account the FEC report did not reflect those payments.

I will give you a call within a couple days to discuss what the next steps are regarding our remedying this matter.

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Sincerely,

Bill Beachy

Executive Director

BB:ch

ANSWERS TO INTERROGATORIES

- 1. Kansas Democratic State Committee P. O. Box 1914
 Topeka, KS 66601
- Bill Beachy, Executive Director
 P. O. Box 1914
 Topeka, KS 66601
- 3. Yes

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- i) Loan 5006332D:
 Robert L. Brock \$25,000.00
 Loan 5006337D:
 Robert L. Brock \$5,000.00
 Gary H. Keller \$5,000.00
 John F. Frieden \$5,000.00
 Jim Parrisn \$5,000.00
- October 18, 1982
 Loan 5006337D
 October 20, 1982
- iii) The loans were due on ninety (90) day renewable notes.
- iv) Payable on demand with accrued interest due and payable each ninety (90) days.
- O v) 13.5% on each loan
- May 1, 1983 12.5% August 29, 1983 13.0%
- November 27, 1983 2% over Highland Park Bank Lending Index Rate-Floating
 - Loan 5006337D:
 March 1, 1983 12.0%
 June 29, 1983 13.5%
 September 27, 1983 14.0%
 December 26, 1983 2% over Highland Park Bank Lending Index Rate-Floating
 - ii) The terms of the renogotiations were the same as the original loans except that the interest rates were changed as shown above. Each of the renegotiated loans were set up for a ninety (90) day interest payment. There were no additional guarantors.

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Kansas Democratic State Iommittee

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Patty Reilly
General Counsels Office
Federal Elections Commission
Washington, D.C. 20463





Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer February 20, 1985

FEDERAL EXPRESS

Ms. Patty Reilly
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 1873 Robert L. Brock

Dear Ms. Reilly:

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I received the General Counsel's Factual and Legal Analysis in the above captioned matter on February 11, 1985, and wish to submit the following responses:

- l) With regard to the loans from the Highland Park Bank and Trust to the Kansas Democratic State Committee, it was my understanding that the proceeds were to be expended by the State Committee in behalf of State and local campaigns. At the request of state party officials, I agreed to guarantee these loans with the firm belief and assurance that this did not constitute contributions under the purview of the Federal Election Campaign Act;
- 2) Regarding the allegation that I appear to have exceeded the \$25,000 yearly contribution limitation in 1982, I do not believe that to be the case. I was very much aware of the limitation and consulted closely with my accountant and personal secretary as my total contributions approached the limit. I made a conscious and deliberate effort to avoid exceeding the limit and do not believe that I did. May I ask what the basis is for this allegation? Are you able to provide me a list of my contributions which total in excess of that limitation? I would appreciate receiving such information so that I may compare it with my records. I am confident that I did not exceed the limitation and certainly did not consciously do so.

In conclusion, I wish to state that I strongly support the disclosure and limitation provisions of the Federal Election Act. I believe they are essential to the conduct of free and fair elections. I would never consciously or deliberately violate the law. If I have inadvertantly violated any provision of the laws, I ask that it be specified and I will take whatever corrective action is required.

Thank you for your consideration of this response.

Sincerely.

Robert L. Brock

RLB/glr



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P. O. BOX 5228 # 2100 S. E. 29TH STREET, TOPEKA, KANSAS 66605 # MIDTOWN BANK, 10TH & MULVANE # 913/266-8521

LANNY J. KIMBROUGH, PRESIDENT

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February 1, 1985

Ms. Patty Reilly Federal Election Commission Office of the General Counsel 1325 K St. NW Washington, D.C. 20463

Dear Ms. Reilly:

I am enclosing a copy of the letter written to you on January 21, 1985 along with the responses to the interrogatories regarding MUR 1873, Kansas Democratic State Committee. I am sorry that you did not get these on the original mailing, as it was done in a timely fashion.

I will appreciate hearing from you as quickly as possible so that this may be resolved.

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Lanny Kimbrough

President

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P. O. BOX 5228 2100 S. E. 29TH STREET TOPEKA, KANSAS 66605 MIDTOWN BANK, 10TH & MULVANE 2913/266-8521 LANNY J KIMBROUGH, PRESIDENT Highland Park January 21, 1985 Bank & TRUSI MEMBER FOIC follow 1-1-85 Ms. Patty Reilly Federal Election Commission
Washington, D.C. 20463
Source Course MUR 1873 HIGHLAND PARK BANK AND TRUST (KANSAS DEMOCRATIC STATE COMMITTEE) Dear Ms. Reilly: I have your letter of January 14, 1985 alleging that there is reason to believe our bank violated 2 U.S.C. 441b of the Federal Election Campaign Act of 1971, as amended. The first and most obvious reason that the bank did not violate any provisions 0 of the Federal Act is that the information reported by the Kansas Democratic State Committee was absolutely erroneous. I have no idea where the information came from, other than the possibility of them paying out of a state account and a federal account; however, this bank has never and will never be in violation 10 of the act. We have made every effort to keep the interest current, and have 0 seen a reduction in principal in excess of that stated in your "General Counsel's Factual And Legal Analysis." 130 I am attaching with this letter the answers to your Interrogatories regarding 0 this matter. 10 I expect to hear from you within ten (10) days as to the results of this investi-CO gation, as we are very upset about having been accused as a participant in a violation of federal law. Sincerely, Lanny J. Kimbrough President LK:me Enclosures

RE: MUR 1873
HIGHLAND PARK BANK AND TRUST, P. O. Box 5228, Topeka, KS 66605
(KANSAS DEMOCRATIC STATE COMMITTEE)

ANSWERS TO INTERROGATORIES

- 1. Highland Park Bank and Trust
 P. O. Box 5228 2100 SE 29th
 Topeka, KS 66605
- Lanny J. Kimbrough, 2208 Knollwood Drive. Topeka, KS 66611 President of Highland Park Bank & Trust
- 3. YES

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- 5.i) Loan 5006332D:
 Robert L. Brock \$25,000.00
 Loan 5006347D:
 Robert L. Brock \$5,000.00
 Gary H. Keller \$5,000.00
 John F. Frieden \$5,000.00
 Jim Parrish \$5,000.00
- 3.ii) Loan 5-06332D: October 18, 1982 Loan 5006337: October 20, 1982
- 5iii) These loans were due on ninety (90) day renewable notes.
- 3iv) Loan 5006332D: February 19, 1985 Loan 5006337D: March 20, 1985
- 4. a.i) Loan 5006352D:

 May 1, 1983 12.5%

 August 29, 1983 13.0%

 November 27, 1983 2% Over Highland Park Bank Fending

 Index Rate Floating.
 - Loan 5006337D:

 March 1, 1983 12.0%

 June 29, 1983 13.5%

 September 27, 1983 14.0%

 December 26, 1983 2% Over Highland Park Bank Lending

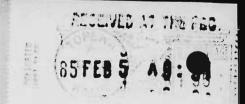
 Index Rate Floating

THESE NOTES WERE RENEGOTIATED FOR PURPOSES OF INTEREST RATE CHANGES.

4. a.ii) The terms of these negotiations were exactly as the original loan with the exception of changing the interest rates (as shown in 4.a.i) above. Each of these renegotiated loans were set up for a 90 day interest payment, which, of course, has always been made. There were no additional guarantors requested on the renegotiations.



P. O. BOX 5228 TOPEKA, KANSAS 66605



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CERTIFIED

m P 650 282 654

MAIL

Ms. Patty Reilly Federal Election Commission Office of the General Counsel 1325 K St. NW Washington, D.C. 20463



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 31, 1985

The Kansas Democratic State Committee Larry Gates, as treasurer P.O. Box 1914 Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee and
Larry Gates, as treasurer

Dear Mr. Gates:

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This is in reference to your letter dated January 22, 1985, requesting an extension until the week of February 17, 1985, to respond to the Commission's Order to Submit Written Answers in connection with its notice that it has reason to believe that The Kansas Democratic State Committee and you, as treasurer, violated the Act.

Considering the Commission's responsibilities under 2 U.S.C. § 437g(a)(8)(A) to act expeditiously on complaints and the circumstances of this matter, your request for an extension will be granted only until February 19, 1985. This is the only extension which will be granted. The failure to meet this deadline may result in the filing of a civil action to enforce the Commission's Order.

If you have any questions, please contact Patty Reilly, the attorney handling this matter, at (202)523-4143.

Sincerely,

Charles N. Steele General Counsel

By: Kenneth A. Grøss

Associate General Counsel

cc: Bill Beachy

BSJAN 20 A 8 - 12
BANK, 10TH & MULVANE 1 913/280-85212
LANNY J. KIMBRIOUGH, PRESIDENT

Highland Park Bank & TRUST P. O. BOX 5228 m 2100 S. E. 29TH STREET, TOPEKA, KANSAS 66605 m MIDTOWN BANK, 10TH & MULVANE 1913/286-8527

January 21, 1985

Ms. Patty Reilly Federal Election Commission Washington, D.C. 20463

RE: MUR 1873

HIGHLAND PARK BANK AND TRUST

(KANSAS DEMOCRATIC STATE COMMITTEE)

Dear Ms. Reilly:

I have your letter of January 14, 1985 alleging that there is reason to believe our bank violated 2 U.S.C. 441b of the Federal Election Campaign Act of 1971, as amended.

The first and most obvious reason that the bank did not violate any provisions of the Federal Act is that the information reported by the Kansas Democratic State Committee was absolutely erroneous. I have no idea where the information came from, other than the possibility of them paying out of a state account and a federal account; however, this bank has never and will never be in violation of the act. We have made every effort to keep the interest current, and have seen a reduction in principal in excess of that stated in your "General Counsel's Factual And Legal Analysis."

I am attaching with this letter the answers to your Interrogatories regarding this matter.

I expect to hear from you within ten (10) days as to the results of this investigation, as we are very upset about having been accused as a participant in a violation of federal law.

Lanny J. Kimbrough

President

LK:me

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Enclosures

INTERROGATORIES

Re: MUR 1873

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TO: The Hyland Park Bank & Trust Company P.O. Box 5228
Topeka, Kansas

- 1. State the full name and address of the Bank.
- State the full name, address, and position of the person responding to these interrogatories.
- 3. Did the Hyland Park Bank & Trust Company ("the Bank") make guaranteed loans to the Kansas Democratic State Committee in October 1982?

If so, for each such loan state:

- i) the names of the guarantors and the amounts of the guarantees.
- ii) the dates these loans were made
- iii) the dates these loans were due
 - iv) the date of interest due on these loans.
- 4. If the answers to interrogatory #3 is yes, state whether these loans were at any time renegotiated.
 - a) If so, state:
 - i) the dates of all renegotiations
 - ii) the terms of the renegotiations, including the dates these loans were due, the schedule of repayment, the rate of interest due on these loans, and the names and addresses of all additional guarantors.

Page 2 Interrogatories for The Hyland Park Bank and Trust Co. If the answer to interrogatory #4 is yes, state the 5. circumstances under which these loans were renegogiated including any formal or informal arrangements or understandings between the bank and the guarantors. 6. If the answer to interrogatory #3 is yes, state whether these loans have been partially or fully repaid. If so, state the dates and amounts of repayments. 9 0 50 10 0 2.1. (") 10 00

RE: MUR 1873 HIGHLAND PARK BANK AND TRUST, P. O. Box 5228, Topeka, KS 66605 (KANSAS DEMOCRATIC STATE COMMITTEE) ANSWERS TO INTERROGATORIES Highland Park Bank and Trust P. O. Box 5228 - 2100 SE 29th Topeka, KS 66605 Lanny J. Kimbrough, 2208 Knollwood Drive, Topeka, KS 66611 President of Highland Park Bank & Trust 3. YES Loan 5006332D: 3.i) Robert L. Brock - \$25,000.00 Loan 5006337D: Robert L. Brock - \$5,000.00 Gary H. Keller - \$5,000.00 John F. Frieden - \$5,000.00 Jim Parrish - \$5,000.00 3.ii) Loan 5006332D: October 18, 1982 9 Loan 5006337: October 20, 1982 (2) 5 3iii) These loans were due on ninety (90) day renewable notes. 10 3iv) Loan 5006332D: February 19, 1985 0 Loan 5006337D: March 20, 1985 d. 0 Loan 5006332D: 4. a.i) May 1, 1983 - 12.5% 10 August 29, 1983 - 13.0% November 27, 1983 - 2% Over Highland Park Bank Lending 00 Index Rate - Floating. Loan 5006337D: March 1, 1983 - 12.0% June 29, 1983 - 13.5% September 27, 1983 - 14.0% December 26, 1983 - 2% Over Highland Park Bank Lending Index Rate - Floating THESE NOTES WERE RENEGOTIATED FOR PURPOSES OF INTEREST RATE CHANGES. 4. a.ii) The terms of these negotiations were exactly as the original loan with the exception of changing the interest rates (as shown in 4.a.i) above. Each of these renegotiated loans were set up for a 90 day interest payment, which, of course, has always been made. There were no additional guarantors requested on the renegotiations. -1-

Page 2 Answers To Interrogatories RE: MUR 1873 - HIGHLAND PARK BANK AND TRUST (KANSAS DEMOCRATIC STATE COMMITTEE) These loans were renegotiated strictly for interest rate adjustments, as was previously mentioned. There were no formal or informal arrangements or understandings between the bank and the guarantors. Note #5006332 has been reduced from \$25,000.00 down to \$20,000.00, a reduction of \$5,000.00. Note #5006337 has been reduced from \$20,000.00 down to \$17,500.00, a reduction of \$2,500.00. I am enclosing a copy of our hand-posted ledger sheet that accompanies each of our notes, which will give you the dates and amounts of payments to each loan, which will show you that the amounts are as stated earlier. 9 0 Answers To Interrogatories dated January 21, 1985. HIGHLAND PARK BANK AND TRUST 15% 0 ... Kimbrough (President 10 0

2. 19-85 5-1-83 A Year Base 006 708 3 rpose Bus. exp. Sec. 57 NAME KANSAS DEMOCRATIC STATE COMMITTEE Opened---10-18-82 Ofcr. IK 11-17-83 Note No.506332 PRIME each 1st of MO. Rate 13.50 12 -31-82. Original Amt. \$25,000.00 INTEREST PRINCIPAL DATE BATE BALANCE PD. THRU 5-2-83 5-1-83 1576.39 25,000.00 5-1-83 1051.39 8.29.83 8.31.93 25.000.00 8.29.83 11.27.13 812.49 12.15.43 25.000.00 11-27-1 3-28-84 2-25-84 875.00 2-25-84 25 000.00 5000 co 20 000 co S.23 84 902.07 53580 48110 2000000 20569 9.4.84 8 23.84 760.54 20 000 00 8 23 M 1317.84 112184 76667 Pile11 00.000.06

Year Base Business Exp.

3.20 3 29-83

NAME KANSAS DEMOCRATIC STATE COMMITTEE

Opened--- 10-20-82 Ofcr. 18

Ofcr. 18 Note No. 500-6337

over prime PRIME @ 1st of Mo.

Rate 13.50

Approved for \$20,000.00

Original Amt. \$15,000.00

DATE	EFATE	INTEREST	PRINCIPAL	BALANCE	PD. THRU	
10-26-82			5000.00	20,000.00		
3-3-83	3-1-83	853.74		20,000.00		
6-29-83	6-29-83	833.28	1,000 00	19,0000	6-29-83	
11-8-83	927-93	656.29	- 1	19.00000	9-27-83	
2.13.84	12.26-83	L65.00		19.000.00	12.26.93	
3-12-84	-	-	1500.00	17500.00		
4-4-84	3-25-84	657.41	_	17500.00	3-25-84	
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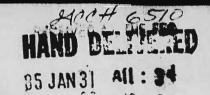


Highland — Park Bank & TRUST

in

Ms. Pat y Reilly Federal Election Commission Washington, D.C. 20463 85 JAN 30 A





Brock Hotel Corporation

Robert L. Brock Chairman of the Board Chief Executive Officer

January 30, 1985

Federal Election Commission Washington, D.C. 20463

Attention: Patty Reilly Staff Member

Re: MUR 1873

Robert L. Brock

TO THE COMMISSION:

Your notice dated January 11, 1985 was received by my office on January 18, 1985 and not seen by me personally until January 25. Thus, I have not had sufficient time or opportunity to respond to the allegations in a substentive manner.

I hereby request an additional 10 days from this date to submit such response.

Prior to designating Washington counsel, I will be represented in this matter by Mr. Paul E. Pendergast, attorney, at 605 Hanover Lane, Irving, Texas 75062. Mr. Pendergast may be contacted at (214) 255-0780 or (214) 258-8500 Ext. 399.

Thank you for your consideration.

Sincerely,

Robert L. Brock

RLB/glr

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FEDERAL ELECTION COMMISSIONC

WASHINGTON, D.C. 20463



05 JAM 28 P4: 20

January 28, 1985

MEMORANDUM TO: The Commission

FROM: Charles N. Steele

General Counsel

By: Kenneth A. Gross

Associate General Counse

SUBJECT: RAD Referral 84L-21

On January 8, 1985 the Commission approved the recommendation that the subject RAD Referral be made a MUR. Therefore, all documents which had previously been identified as RAD Referral 84L-21 should now become MUR 1873.

Attachment Copy of Certification SENSITIVE

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
The Kansas Democratic State Committee) RAD #84L-21 and Larry Gates, as treasurer)
Robert L. Brock)
The Highland Park Bank and Trust)

CERTIFICATION

- I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of January 8, 1985, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in the above-captioned matter:
 - Open a MUR.

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- Find reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(1)(C).
- Find reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(3).
- 4. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 2 U.S.C § 441a(f).
- 5. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 11 C.F.R. § 104.11(a).
- 6. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 11 C.F.R. § 104.3(b)(3)(iii).

(continued)

- 7. Find reason to believe the Kansas Democratic State Committee, and Larry Gates, as treasurer, violated 2 U.S.C. § 441b.
- 8. Find reason to believe the Highland Park Bank and Trust violated 2 U.S.C. § 441b.
- 9. Approve the letters attached to the General Counsel's report dated December 7, 1984.

Commissioners Aikens, Harris, McDonald, McGarry, and Reiche voted affirmatively for the decision;

Commissioner Elliott dissented.

Attest:

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Date

Marjorie W. Emmons

Marjorie W. Emmons Secretary of the Commission

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)		
The Kansas Democratic State Committee and Larry Gates, as treasurer Robert L. Brock	1)))	RAD	#84L-21
The Highland Park Bank and Trust	j		

CERTIFICATION

- I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session of January 8, 1985, do hereby certify that the Commission decided by a vote of 5-1 to take the following actions in the above-captioned matter:
 - 1. Open a MUR.

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- Find reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(1)(C).
- Find reason to believe Robert L. Brock violated 2 U.S.C. § 441a(a)(3).
- 4. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 2 U.S.C § 441a(f).
- 5. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 11 C.F.R. § 104.11(a).
- 6. Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 11 C.F.R. § 104.3(b)(3)(iii).

(continued)

- 7. Find reason to believe the Kansas Democratic State Committee, and Larry Gates, as treasurer, violated 2 U.S.C. § 441b.
- 8. Find reason to believe the Highland Park Bank and Trust violated 2 U.S.C. § 441b.
- 9. Approve the letters attached to the General Counsel's report dated December 7, 1984.

Commissioners Aikens, Harris, McDonald, McGarry, and Reiche voted affirmatively for the decision;

Commissioner Elliott dissented.

Attest:

1-9-85

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Date

Marjorie W. Emmons

Marjorie W. Emmons Secretary of the Commission



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 14, 1985

The Hyland Park Bank & Trust Co. P.O. Box 5228
Topeka, Kansas 66605

Re: MUR 1873
The Hyland Park Bank & Trust

Dear Sir or Madam:

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On January 8, 1985, the Federal Election Commission determined that there is reason to believe that the Hyland Park Bank & Trust violated 2 U.S.C. § 441b a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to The Hyland Park Bank & Trust Co. Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. John Warren McGarry Chairman 0 .5 Enclosures 0 General Counsel's Factual and Legal Analysis Procedures 1 Designation of Counsel Statement Orders and Interrogatories C 00

BEFORE THE FEDERAL ELECTION COMMISSION MUR 1873 In the Matter of The Kansas Democratic State Committee ORDER TO SUBMIT WRITTEN ANSWERS Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order. Such answers must be submitted under oath and must be forwarded to the Commission within ten days of your receipt of this Order. WHEREFORE, the Chairman of the Federal Election Commission 0 has hereunto set her hand on unusly 10, 1985. 10 0 3 10 ATTEST: 03 Secretary to the Commission Attachment Questions

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR 1873 STAFF MEMBER & TEL. NO. Patty Reilly (202)523-4143

RESPONDENT The Hyland Park Bank & Trust

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SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). The limited repayments on these loans indicates these

loans may not have been made in the ordinary course of business.

Thus the Bank may have violated 2 U.S.C. § 441b.

FACTUAL AND LEGAL ANALYSIS

A contribution does not include any loan of money made by a bank provided it is made in accordance with applicable law and in the ordinary course of business. 2 U.S.C. § 431(8)(B)(vii). The Act requires that such loans shall be made on a basis that assures repayment, be evidenced by a written instrument, and the subject to a due date or amortization schedule. 2 U.S.C. § 431(8)(B)(vii)(II). Bank loans not meeting these qualifications are contributions within the meaning of the Act, and are prohibited by 2 U.S.C. § 441b.

The Committee's reports indicate the reported loans may not have been made in the ordinary course of business. The last disclosed due dates for these were in August and October of 1983, yet the Committee indicates these loans have not yet been

repaid. */ Additionally, the bank loans are without the due dates as required by 2 U.S.C. § 431(8)(B)(vii)(II). Also, the Committee has reported paying only, \$2,500 towards the principal due on these loans, and only \$4,314.80 in interest. Finally, the failure to disclose due dates on the loans, and the Committee's failure to repay the loans more than a year after the last reported due dates, are indications that these loans were not made in the ordinary course of business. Accordingly, there is reason to believe the Hyland Park Bank and Trust is in violation of 2 U.S.C. § 441b.

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^{*/} New rates of interest reported in the 1983 Year End Report may indicate the loans have been renegogiated a second time.

CERTIFICATION OF COMPLIANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT

TO:

Hyland Park Bank and Trust Company

P.O. Box 5228

Topeka, Kansas 66605

FROM:

Federal Election Commission

1325 K Street, N.W.

Washington, D.C. 20463

RE:

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MUR 1873

I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. § 3403(b), that the provisions of the Act have been complied with as to the enclosed Written Questions Under Order, answers to which are being ordered pursuant to 12 U.S.C. § 3413(a) and (g). I further certify that good faith reliance upon this certification relieves your institution and its employees and agents of any possible liability to the customer in connection with the disclosure of this information.

> Charles N. Steele General Counsel

By: Kenneth A. Gross

Associate General Counsel

ATTACHMENT TO ORDER TO ANSWER QUESTIONS TO FINANCIAL INSTITUTION

In accordance with the attached Order of the Federal Election Commission issued under the authority of 2 U.S.C. § 437d(a)(1) as part of a lawful investigation being conducted under the authority of 2 U.S.C. § 437g(a)(2), please submit written answers to the questions below and have an affidavit signed by the appropriate bank official and notarized.

You are required to submit your answers within ten days of your receipt of these questions.

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You are hereby advised of the provisions of 2 U.S.C. § 437g(a)(12) which prohibits anyone from making public any Commission investigation and provides for a fine up to \$5,000 for a violation of that provision.

Please set forth your answers in the spaces provided below each question and return this original with an original affidavit attesting to the truth of the answers; the affidavit must be sworn and notarized.

Considering the possible application of the Right to
Financial Privacy Act of 1978, please do not attach any bank
records to your answers or provide any information not requested
by the guestions.

INTERROGATORIES 1873 Re: MUR TO: The Hyland Park Bank & Trust Company P.O. Box 5228 Topeka, Kansas State the full name and address of the Bank. 1. State the full name, address, and position of the person 2. responding to these interrogatories. Did the Hyland Park Bank & Trust Company ("the Bank") make quaranteed loans to the Kansas Democratic State Committee in October 1982? 1.7 9 0 If so, for each such loan state: .0 i) the names of the guarantors and the amounts of the 10 quarantees. 0 ii) the dates these loans were made 1 0 iii) the dates these loans were due 10 iv) the date of interest due on these loans. 00 4. If the answers to interrogatory #3 is yes, state whether these loans were at any time renegotiated. a) If so, state: i) the dates of all renegotiations ii) the terms of the renegotiations, including the dates these loans were due, the schedule of repayment, the rate of interest due on these loans, and the names and addresses of all additional guarantors.

Page 2 Interrogatories for The Hyland Park Bank and Trust Co. If the answer to interrogatory #4 is yes, state the circumstances under which these loans were renegogiated including any formal or informal arrangements or understandings between the bank and the guarantors. If the answer to interrogatory #3 is yes, state whether 6. these loans have been partially or fully repaid. If so, state the dates and amounts of repayments. 10 10 9 0 10 10 0 3 0 10 00



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 11, 1985

The Kansas Democratic State Committee Larry Gates, as treasurer P.O. Box 1914 Topeka, Kansas 66601

Re: MUR 1873
The Kansas Democratic State
Committee and Larry Gates,
as treasurer,

Dear Mr. Gates:

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On January 8, 1985, the Federal Election Commission determined that there is reason to believe The Kansas Democratic State Committee and you, as treasurer, violated 2 U.S.C. §§ 441a(f) and 441b; and 11 C.F.R. §§ 104.3 and 104.11, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act") and the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Larry Gates Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. 17 9 Warren McGarry Chairman 0 5 10 Enclosures 0 General Counsel's Factual and Legal Analysis Procedures 3. Designation of Counsel Statement C Order and Interrogatories 10 00

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of) MUR 1873)
The Kansas Democratic State Committee)

ORDER TO SUBMIT WRITTEN ANSWERS

Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order.

Such answers must be submitted under oath and must be forwarded to the Commission within ten days of your receipt of this Order.

wherefore, the Chairman of the Federal Election Commission has hereunto set her hand on January 10, 1985.

John Warren McGarry

Chairman

ATTEST:

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Marjorie W. Emmons

Secretary to the Commission

Attachment Ouestions

INTERROGATORIES RE: MUR 1873 The Kansas Democratic State Committee To: and Larry Gates, as treasurer P.O. Box 1914 Topeka, Kansas 66601 State the full name and address of the Committee. 1. State the full name and address of the person responding to 2. these interrogatories. During 1982, did the Committee receive bank loans from the 3. Hyland Park Bank and Trust which were guaranteed by individuals? If so, for each such loan state: i) the names of the guarantors and the amounts 50 quaranteed 0 ii) the dates the loans were made 0 SO iii) the dates these loans were due 10 iv) the schedule of repayment 0 v) the rate of interest due on these loans. 1 4. If the answer to interrogatory #3 is yes, state whether 0 these loans were at any time renegotiated. 10 If so, state: 9 i) the dates of all renegotiations ii) the terms of all renegotiations, including the dates

these loans were due, the schedule of repayment, the

rate of interest due on these loans and the names

and addresses of all additional guarantors.

Page 2 Interrogatories for Kansas Democratic State Committee If the answer to interrogatory #3 is yes, state whether 5. these loans have been partially or fully repaid. If so, state the dates and amounts of all repayments. 6. If the answer to interrogatory #3 is yes, state the purposes for which the Committee used the loaned funds. 9 10 9 0 5 10 0 1. C 1.0 00

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS MUR 1873 STAFF MEMBER & TEL. NO. Patty Reilly (202)523-4143RESPONDENT The Kansas Democratic State Committee and Larry Gates, as treasurer SUMMARY OF ALLEGATIONS This matter arises from the Kansas Democratic State Committee's ("the Committee") receipt of \$45,000 in guaranteed apparently exceeding the contribution limitations of 2 U.S.C. 9 § 441a(a)(3) and 2 U.S.C. § 441a(a)(1)(C). The Committee's 0

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

\$ 44la(a)(3) and 2 U.S.C. \$ 44la(a)(1)(C). The Committee's

receipt of these loans may have resulted in violations of

2 U.S.C. \$ 44la(f). By not properly reporting disbursements made

on this loans, nor continuously reporting required information,

the Committee and Larry Gates, as treasurer, may have violated

11 C.F.R. \$\$ 104.3(b)(3)(iii) and 104.11(a). The limited

repayments on these loans indicates these loans may not have been

made in the ordinary course of business. Thus, the Committee and

Larry Gates, as treasurer, may have violated 2 U.S.C. \$ 44lb.

FACTUAL AND LEGAL ANALYSIS

1. Excessive Contributions

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Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. § 431(8)(B). The unpaid balance of a guaranteed loan is

considered a loan made by each endorser. 2 U.S.C. § 431(8)(B) (vii). Accordingly, these loans are contributions. The Act establishes limitations on individual contributions. No person is permitted to make contributions exceeding \$5,000 per year to an unauthorized political committee. 2 U.S.C. § 441a(a)(1)(C). Individuals are not permitted to make contributions aggregating more than \$25,000 per calendar year. 2 U.S.C. § 441a(a)(3). Political committees are prohibited from knowingly accepting any contribution exceeding the Act's limitations. 2 U.S.C. § 441a(f).

The Committee has accepted \$30,000 in loans guaranteed by one individual. This individual has apparently exceeded the contribution limitations of 2 U.S.C. §§ 44la(a)(3) and 44la(a)(1)(C). Accordingly, there is reason to believe the Committee and Larry Gates, as treasurer, have knowingly accepted contributions exceeding the Act's limitations. 1/

2. Reporting violations

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The Committee's disclosure reports have not reported all of the required information surrounding these loans and another \$15,000 guaranteed loan obtained on October 20, 1984. 11 C.F.R. \$ 104.11(a) requires continous reporting of a loan by a committee, including the date and circumstances under which the

The Committee's explanation that these loans "were not used for activities to be reported" is not satisfactory. The Committee has not explained why it is no longer seeking guarantors for these loans, nor has the Committee explained why these loans were initially reported. Further, the Committee has made no showing that these loans were used for non-reportable activities.

The Committee's reports indicate the reported loans may not have been made in the ordinary course of business. The last disclosed due dates for these were in August and October of 1983, yet the Committee indicates these loans have not yet been repaid. 2/ Additionally, the bank loans are without the due dates as required by 2 U.S.C. § 431(8)(B)(vii)(II). Also, the Committee has reported paying only, \$2,500 towards the principal due on these loans, and only \$4,314.80 in interest. Finally, the failure to disclose due dates on the loans, and the Committee's failure to repay the loans more than a year after the last reported due dates, are indications that these loans were not made in the ordinary course of business. Therefore, there is reason to believe the Committee and Larry Gates, as treasurer, are in violation of 2 U.S.C. § 441b.

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^{2/} New rates of interest reported in the 1983 Year End Report may indicate the loans have been renegogiated a second time.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

January 11, 1985

Robert L. Brock 4441 W. Airport Freeway Irving, Texas 70562

> Re: MUR 1873 Robert L. Brock

Dear Mr. Brock:

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On January 8 , 1985, the Federal Election Commission determined that there is reason to believe you violated 2 U.S.C. § 441a a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Robert L. Brock Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. 4% 0 John Warren McGarry Chairman 0 0 17 Enclosures 0 General Counsel's Factual and Legal Analysis Procedures 4 Designation of Counsel Statement 00

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR 1873 STAFF MEMBER & TEL. NO. Patty Reilly (202) 523-4143

RESPONDENT Robert L. Brock

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SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

\$ 441a(a)(3) and 2 U.S.C. \$ 441a(a)(1)(C).

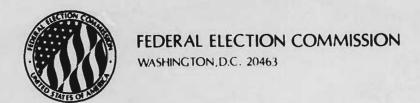
FACTUAL AND LEGAL ANALYSIS

Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. § 431(8)(B). The unpaid balance of a guaranteed loan is considered a loan made by each endorser. 2 U.S.C. § 431(8)(B) (vii). Accordingly, Mr. Brock's guarantees are contributions.

The Act establishes limitations on individual contributions. No person is permitted to make contributions exceeding \$5,000 per year to an unauthorized political committee. 2 U.S.C. § 441a(a) (1)(c). Individuals are not permitted to make contributions aggregating more than \$25,000 per calendar year. 2 U.S.C. § 441a(a) (3).

- 2 -Mr. Brock's guaranteed loans consitute contributions by him to the Committee. His guarantee of \$30,000 exceeds both his contribution limit to an unauthorized political committee and his \$25,000 yearly contribution limitation. Accordingly, there is reason to believe he is in violation of 2 U.S.C. §§ 44la(a)(3) and 441a(a)(1)(C). 5 C.h. 9 0 .0 10 0 2 0 10 00



MEMORANDUM TO:

CHARLES N. STEELE

GENERAL COUNSEL

FROM:

MARJORIE W. EMMONS/JODY C. RANSOM

DATE:

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JANUARY 10, 1985

SUBJECT:

MUR 1873 (RAD 84L-21) - Orders

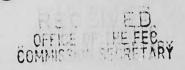
The attached orders were Commission approved on January 8, 1985 by a vote of 5-1. They have been signed and sealed this date.

SENSITIVE



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463



85 JAN 3 A9: 07

January 3, 1985

MEOMORANDUM

TO:

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The Commission

FROM:

Charles N. Steele General Counsel

By: Kenneth A. Gross

Associate General Counsel

SUBJECT: Revised Legal and Factual Analysis in RAD Referral

84L-21

During the Commission meeting of December 20, 1984, it was suggested that the Factual and Legal Analysis in RAD referral 84L-21 be revised to include a reference to the fact that Respondent Robert Brock made \$26,500 in contributions to committees other than the Kansas Democratic State Committee during 1982. Attached for your approval is a copy of the revised document.

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR STAFF MEMBER & TEL. NO. Patty Reilly (202) 523-4143

RESPONDENT Robert L. Brock

SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

\$ 441a(a)(3) and 2 U.S.C. \$ 441a(a)(1)(C). In addition to the

loan endorsements, Mr. Brock appears to have made at least

\$26,500 in contributions to federal candidates, political parties

and non-party committees which appear to be attributable to the

calendar year of 1982. These also appear to exceed the

limitations of 2 U.S.C. \$ 441a(a)(3).

FACTUAL AND LEGAL ANALYSIS

Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. § 431(8)(B). The unpaid balance of a guaranteed loan is considered a loan made by each endorser. 2 U.S.C. § 431(8)(B) (vii). Accordingly, Mr. Brock's guarantees are contributions.

The Act establishes limitations on individual contributions. No person is permitted to make contributions exceeding \$5,000 per

- 2 year to an unauthorized political committee. 2 U.S.C. § 441a(a) (1)(c). Individuals are not permitted to make contributions aggregating more than \$25,000 per calendar year. 2 U.S.C. \$ 441a(a)(3). Mr. Brock's quaranteed loans constitute contributions by him to the Committee. His guarantee of \$30,000 exceeds both his contribution limit to an unauthorized political committee and his \$25,000 yearly contribution limitation. Additionally, his contributions of \$26,500 to other candidates and committees during 1982 also exceed his annual limitation for that year. Accordingly, there is reason to believe he is in violation of 1.7 2 U.S.C. §§ 44la(a)(3) and 44la(a)(1)(C). 9 0 0 10 0 -0 10 00

SENSTIVE

1325 K Street, N.W. HE FEC Washington, D.C. 20463

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION 12/10/84-12:10 STAFF MEMBER: Reilly

SOURCE OF MUR: INTERNALLY GENERATED

RESPONDENTS' NAMES: The Kansas Democratic State Committee

and Larry Gates, as treasurer

Robert L. Brock

The Highland Park Bank and Trust

RELEVANT STATUTES: 2 U.S.C. § 441a(a)(1)(C)

2 U.S.C. § 441a(a)(3)

2 U.S.C. § 441a(f) 11 C.F.R. § 104.11(a)

11 C.F.R. § 104.3(b) (4) (iii)

2 U.S.C. § 441b

INTERNAL REPORTS CHECKED: Disclosure Reports

MUR 1708 MUR 1093

SUMMARY OF ALLEGATIONS

The Office of the General Counsel received a referral from the Reports Analysis Division ("RAD") on October 1, 1984, citing possible violations of the Act stemming from the Kansas State Democratic Committee's ("the Committee") receipt of guaranteed loans. 1/ The Committee received three guaranteed loans totalling \$45,000 in October 1982 from the Hyland Park Bank and Trust of Topeka, Kansas. Robert L. Brock guaranteed two of these loans, one for \$25,000 and the other for \$5,000. Three individuals also guaranteed a \$15,000 loan, each endorsing for \$5,000.

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^{1/} RAD made a partial referral on this matter on August 10, 1984. This Office returned that referral pending the Committee's response to a request for additional information regarding reporting irregularities and whether the loans had been made in the ordinary course of business.

of these loans. First, although these loans were made in October 1982, the Committee did not file its Year End Report until July 1984. 2/ Secondly, Mr. Brock guaranteed \$30,000 in loans. Additionally, due dates were not consistently reported for all of these loans. Moreover, only limited repayments towards interest and principal have been reported. Finally, amounts repaid were not properly reported as disbursements.

FACTUAL AND LEGAL ANALYSIS

1. Excessive Contribution

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Robert L. Brock quaranteed two loans totalling \$30,000 in October, 1982. 3/ A \$25,000 loan was obtained on October 18, 1982. A \$5,000 loan was obtained on October 26, 1982. The Hyland Park Bank and Trust ("the Bank") granted both of these loans. The Committee has reported these loans as outstanding until its 1984 October Quarterly Report.

The Act defines contributions to include loans. 2 U.S.C. § 431(8)(A). The unpaid balance of a guaranteed bank loan is

The Commission addressed the Committee's late filings in MUR 1708.

This is not the first time that Mr. Brock has come to the attention of the Commission. Both Mr. Brock and the Committee were respondents in MUR 1093. The Commission found reason to believe the respondents violated 2 U.S.C. § 441a after Mr. Brock was found to have made \$10,252 in contributions to the Committee during 1978. Because it appeared likely that these contributions were used to repay pre-1975 debts not subject to the limitations of the Act, the Commission voted to take no further action on the matter. In addition, RAD indicates that Mr. Brock may also have made \$26,500 in federal contributions in 1982.

- 3 considered a loan made by the endorser. 2 U.S.C. § 431(8)(B)(vii). Individual contributions to unauthorized political committees other than those of national political parties are limited to \$5,000. 2 U.S.C. § 441a(a)(1)(C). Further, the Act imposes an annual individual contribution limit of \$25,000 per year. 2 U.S.C. § 44la(a)(3). Moreover, political committees are prohibited from knowingly accepting any contribution in violation of the Act. 2 U.S.C. § 441a(f). By endorsing \$30,000 in loans Mr. Brock may be found to have violated 2 U.S.C. § 441(a)(1)(C) by contributing more than \$5,000 51 1.7 to the Committee. Additionally, he may be found to have exceeded 9 the \$25,000 annual contribution limitation of 2 U.S.C. 0 § 44la(a)(3). Accepting these guaranteed loans, the Committee and Larry Gates, as treasurer, may be found to have violated 10 2 U.S.C. § 44la(f). Responding to a RAD Request for Additional Information the 1370 Committee stated in a July 12, 1984, letter that it understood C 10 new guarantors were needed for these loans so that no individual 00 would be responsible for more than \$5,000. However, in a September 13, 1984, letter the Committee asserted the Brock loans were incorrectly reported. It stated these two loans should not have ever been reported because "they were not used for activities to be reported." The response sought to amend reports referencing these loans. The Office of the General Counsel believes this response is inadequate. The Committee has not satisfactorily explained why

it is no longer seeking guarantors for these loans; nor has the Committee explained why it reported these loans and repayments towards these loans to the Commission. Additionally, the Committee has not made any showing that its use of the loans was not for reportable activities. Accordingly, this Office recommends the Commission find reason to believe the Committee, Larry Gates, as treasurer and Mr. Brock violated the Act.

2. Reporting Violations

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In addition to the two loans guaranteed by Mr. Brock, the Committee obtained a guaranteed loan of \$15,000 on October 20, 1982. Three individuals guaranteed this loan for \$5,000 each. In its 1982 Year End Report, 1983 Year End Report, 1984 April Quarterly Report and 1984 July Quarterly Report the Committee has not disclosed the due dates of these loans. 4/ The Committee's Reports indicate payments towards interest and principal. 1984 April Quarterly Report reported payments on Schedule C. but failed to report these payments on Schedule B as a disbursement. Moreover, the Committee did not report any of the \$45,000 in guaranteed loans on its 1984 October Quarterly Report, but has never indicated that these loans were extinguished. Additionally, the Committee's October Quarterly Report indicates payments of interest on loans to the Bank, but has not filed Schedule C's indicating the existence of such loans.

 $[\]frac{4}{}$ The 1982 Year End Report ommitted the due date only on the \$5,000 Brock loan. The other cited reports omitted all due dates on all loans.

- 6 -Act requires that such loans shall be made on a basis that assures repayment, be evidenced by a written instrument, and the subject to a due date or amortization schedule. 2 U.S.C. \$ 431(8)(B)(vii)(II). Bank loans not meeting these qualifications are contributions within the meaning of the Act, and are prohibited by 2 U.S.C. § 441b. The Committee's reports indicate the reported loans may not have been made in the ordinary course of business. The last disclosed due dates for these were in August and October of 1983, yet the Committee indicates these loans have not yet been 0 10 repaid. 5/ Additionally, the bank loans are without the due 9 dates as required by 2 U.S.C. § 431(8)(B)(vii)(II). Also, the 0 Committee has reported paying only, \$2,500 towards the principal due on these loans, and only \$4,314.80 in interest. Finally, the 10 failure to disclose due dates on the loans, and the Committee's 0 failure to repay the loans more than a year after the last 17 0 reported due dates, are indications that these loans were not 10 made in the ordinary course of business. Accordingly, this 9 Office recommends the Commission find reason to believe the Committee, Larry Gates, as treasurer, and the Bank have violated 2 U.S.C. § 441b. RECOMMENDATIONS 1. Open a MUR. Find reason to believe Robert L. Brock violated 2 U.S.C. 2. § 44la(a)(1)(C). New rates of interest reported in the 1983 Year End Report may indicate the loans have been renegogiated a second time.

- 7 -3. Find reason to believe Robert L. Brock violated 2 U.S.C. \$ 441a(a)(3). Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 2 U.S.C. § 44la(f). Find reason to believe the Kansas Democratic State 5. Committee, and Larry Gates, as treasurer, violated 11 C.F.R. s 104.11(a). Find reason to believe the Kansas Democratic State Committee and Larry Gates, as treasurer, violated 11 C.F.R. § 104.3(b)(3) (iii). 7. Find reason to believe the Kansas Democratic State 10 Committee, and Larry Gates, as treasurer, violated 2 U.S.C. 9 0 \$ 441b. 0 Find reason to believe the Highland Park Bank and Trust LO violated 2 U.S.C. § 441b. 0 Approve the attached letters. T 0 Charles N. Steele General Counsel 10 8 By: Kenneth A. Gross Associate General Counsel Attachments RAD Referrals Proposed Letters (3). General Counsel's Factual and Legal Analysis (3) Orders and Interrogatories



September 28, 1984

MEMORANDUM

TO:

CHARLES N. STEELE

GENERAL COUNSEL

THROUGH:

JOHN C. SURINA /S

STAFF DIRECTOR

FROM:

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JOHN D. GIBSON

ASSISTANT STAFF DIRECTOR REPORTS ANALYSIS DIVISION

SUBJECT: ADDITIONAL INFORMATION CONCERNING THE REFERRAL OF THE

KANSAS DEMOCRATIC STATE COMMITTEE (84L-21)

The Reports Analysis Division referred the above-referenced committee to your office on August 9, 1984. By memorandum dated August 31, 1984 (Attachment 1), the referral was returned with instructions that it be held until the period for responding to for Additional certain outstanding Requests Information ("RFAI's") expired.

Since the committee failed to respond to the August 7th RFAI's, a Second Notice was sent on August 30, 1984 (Attachment On September 27, 1984, the attached response was received (Attachment 3).

If you have any questions, please contact Mike Tangney or Michael Filler.

Attachments



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

9 August 1984

MEMORANDUM

FII

TO:

CHARLES N. STEELE GENERAL COUNSEL

THROUGH:

JOHN C. SURINA /5/

... AUITERPY AVSM

FROM:

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JOHN D. GIBSON

ASSISTANT STAFF DIRECTOR REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE KANSAS DEMOCRATIC STATE COMMITTEE

This is a referral of the Kansas Democratic State Committee ("KDSC") for receiving excessive contributions from an individual in the form of bank loan endorsements. Although the apparent violation occurred in October of 1982, KDSC did not file a report for that period until June of 1984. The excessive loan endorsements totalling \$25,000 were initially detected on KDSC's 1983 April and July Quarterly Reports

the individual who endorsed the bank loans may have exceeded the annual limitations of 2 U.S.C. §44la(a)(3). This individual was previously involved in MUR 1093 for excessive contributions in 1978 (see RAD Referrals 9L-166 and 9L-167). Therefore, we have incorporated information on the apparent violation pursuant to Standard 23 - Other Violations of the Federal Election Campaign Act.

If you have any questions on this matter, please contact Mike Tangney or Michael Filler at 523-4048.

Attachments

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 9 August 1984

ANALYST: Mike Tangney

I. COMMITTEE:

Kansas Democratic State Committee (C00019380) Larry Gates, Treasurer P.O. Box 1914 Topeka, KS 66601

II. RELEVANT STATUTE: 2 U.S.C. 441a

III. BACKGROUND:

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Receipt of Excessive Contributions from an Individual

During October of 1982, the Kansas Democratic State Committee ("KDSC") obtained three (3) bank loans totalling \$45,000. One individual appears to have served as sole endorser or guarantor for two (2) loans totalling \$30,000. As discussed below, KDSC failed to file a report for the last quarter of 1982 in a timely manner. Because of this, notices on the apparent violation were generated on reports filed for the current election cycle.

The KDSC filed its 1982 Year End Report on June 13, 1984 (Attachment 2a). The report disclosed activity from October 1, 1982 through December 31, 1982. Of the \$48,500 received by KDSC during this period, \$45,000 was in the form of bank loans (Attachment 2b, 2e, and 2f). These receipts, plus \$1,124.06 in funds at the beginning of the period, were used to make a \$25,000 transfer-out to the Democratic National Committee, a \$5,000 contribution to Slattery for Congress, and \$19,259.85 in coordinated expenditures on behalf of Jim Slattery (Attachments 2b, 2c, 2d, and 2g-i).1/

Prior to filing its 1982 Year End Report, KDSC submitted two (2) quarterly reports on July 15, -1983: an April Quarterly Report covering January 1, 1983 through March 31, 1983, and a July Quarterly Report covering April 1, 1983 through June 30, 1983 (Attachments 3a and 4a).

^{1/} Jim Slattery won the election for the seat vacated by Congressman Jeffries with 57% of the vote.

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Schedule C of these reports disclosed loan endorsements by Robert L. Brock totalling \$30,000 during 1982 (see Attachments 3d, 3e, 4e, 4f, and charts on loan activity). This resulted in the receipt of apparent excessive contributions totalling \$25,000.2/

On May 2, 1984, a Request for Additional Information ("RFAI") was sent to KDSC regarding the apparent violation on the 1983 July Quarterly Report (Attachment 8). When a response to the RFAI was not received, a Second Notice was sent on May 24, 1984 (Attachment 9).

The Reports Analysis Division ("RAD") analyst contacted Mr. Bill Beachy, KDSC's Executive Director, on July 9, 1984 concerning the KDSC's failure to respond (Attachment 10). Mr. Beachy stated that it was KDSC's intention to renegotiate the loans and obtain additional endorsers, so that no individual would exceed the \$5,000 limitation. These matters would not be able to be taken care of, however, until after he returned from the national convention. Mr. Beachy indicated that he would send in a response immediately regarding KDSC's intention to renegotiate the loans.

On July 16, 1984, a letter was received from Mr. Beachy which expressed his understanding of the "... need to find new guarantors for the two loans... so that no single guarantor is responsible for more than \$5,000.00" (Attachment 11). Mr. Beachy also indicated that the "...State Chairperson is currently in the process of working with her predecessor, who resigned last September, to come up with additional guarantors for those two loans."

As of this date, no additional information has been received.

^{2/} In addition to the loan endorsements, the Commission's records indicate that Mr. Brock made at least \$26,500 in contributions to Federal candidates, political parties and nonparty committees, which appear to be attributable to the calendar year- of 1982 (see Attachment 13: FEC "G" Index and appropriate supporting schedules).

KANSAS DEMOCRATIC S.ATE COMMITTEE REPORTS ANALYSIS REFERRAL PAGE 3

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IV. OTHER PENDING MATTERS INITIATED BY RAD:

A Request for Additional Information ("RFAI") was sent to KDSC on August 7, 1984 for an omitted loan repayment schedule, for failure to continuously disclose the complete terms of the loans (i.e., omitted due dates), and for the appearance of a 44lb violation because the loans may not have been made in the ordinary course of business (Attachment 12). The RFAI referenced the 1983 Year End Report, and the 1984 April and July Quarterly Reports.

FEDERAL ELECTION COMMISSION COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (81-82)

DATE BAUG84 PAGE

PARTY RELATED

COMMITTEE	DOCUMENT	RECEIPTS		DISBURSEMENTS	TYPE OF FILER COVERAGE DATES	# OF PAGES	
	CRATIC STATE COMMITTEE				PARTY QUALIFIED		ID #C00019380
CONNECTED OF	RGANIZATION: SAME						
1981	STATEMENT OF ORGANIZATION - AMENDMENT				20JUL81	1	81FEC/203/1513
	MID-YEAR REPORT	18,554		8,507	1JAN81 -30JUN	81 10	81FEC/203/1514
	YEAR-END	7,500		17,837	1JUL81 -31DEC	81 9	82FEC/214/2332
1982	STATEMENT OF ORGANIZATION - AMENDMENT				2BJAN82	2	B2FEC/214/2246
	APRIL QUARTERLY	11,137		12,561	1JAN82 -31MAR	82 10	82FEC/226/4620
	JULY QUARTERLY	13,684		12,261	1APR82 -30JUN	82 7	82FEC/238/2670
	JULY QUARTERLY - AMENDMENT			-	1APRB2 -30JUN	82 2	82FEC/245/4951
	REQUEST FOR ADDITIONAL INFORMATION				1APR82 -30JUN	82 2	82FEC/242/2455
	REQUEST FOR ADDITIONAL INFORMATION 2ND				1APR82 -30JUN	B2 3	82FEC/244/3884
	OCTOBER QUARTERLY	5,984		7,529	1JUL82 -30SEP	B2 14	82FEC/249/4308
	REQUEST FOR ADDITIONAL INFORMATION				1JUL82 -30SEP		82FEC/259/1642
	REQUEST FOR ADDITIONAL INFORMATION 2ND				1JUL82 -30SEP		83FEC/260/2781
	NOTICE OF FAILURE TO FILE				10CT82 -22NOV		84FEC/307/1185
	YEAR-END	48,500		49,259	10CT82 -31DEC		84FEC/316/4736
	NOTICE OF FAILURE TO FILE				23NOV82 -31DEC	B2 1	84FEC/307/1527
	TOTAL	105,359	0	107,954	0	79	TOTAL PAGES

All reports have received review

Begining cash on hand 1/1/81 \$2,959

Ending cash on hand 12/31/82 \$364

Debts and obligations owed by the committee \$45,000 (12/31/82)

Debts and obligations owed to the committee \$0

FEDERAL ELECTION COMMISSION COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

DATE BAUG84 PAGE 1

DA	DTV	DET	ATET

COMMITTEE DOCUMENT	RECEIPTS		DISBURSEMENTS		# OF	MICROFILM LOCATION
KANSAS DEMOCRATIC STATE COMMITTEE CONNECTED ORGANIZATION: SAME				PARTY QUALIFIED		ID #C00019380
1983 APRIL QUARTERLY	4,033		2,903	1JAN83 -31MAR83	11	83FEC/275/4527
JULY QUARTERLY	23,364		23,903	1APRB3 -30JUNB3	21	B3FEC/275/4506
JULY QUARTERLY - AMENDMENT	-			1APRB3 -30JUNB3	2	84FEC/321/4755
REQUEST FOR ADDITIONAL INFORMATION				1APR83 -30JUN83	5	B4FEC/313/1666
REQUEST FOR ADDITIONAL INFORMATION 2ND				1APR83 -30JUN83	6	84FEC/315/3987
YEAR-END '	13,745		11,681	1JUL83 -31DEC83	10	84FEC/317/5378
NOTICE OF FAILURE TO FILE				1JUL83 -31DEC83	1	84FEC/297/3B61
1984 STATEMENT OF ORGANIZATION - AMENDMENT				14MAR84	_	84FEC/299/1516
MISCELLANEOUS REPORT				26MAR84 TO FEC	2	84FEC/306/2138
APRIL QUARTERLY	5,000		0	1JAN84 -31MAR84		84FEC/317/5371
NOTICE OF FAILURE TO FILE				1JAN84 -31MAR84	_	84FEC/313/4747
JULY QUARTERLY	35,043		15,608	1APR84 -30JUN84	11	84FEC/319/0627
TOTAL	81,185	0	54,095	0	78	TOTAL PAGES

All reports have received review

Begining cash on hand 1/1/83 \$364

Ending cash on hand 6/30/84 \$27,452

Debts and obligations owed by the committee \$42,500 (6/30/84)

Debta and obligations owed to the committee \$0

Attachment 1
Page 2 of 2

Attached are two (2) charts prepared by the Reports Analysis Division, which highlight KDSC's loan transactions. Chart I references the terms and endorsers. Chart II lists payments on interest and principal, which have been reported.

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CHART I

CHART OF LOANS FROM HIGHLAND PARK BANK AND TRUST

REPORT	AMOUNT1/	DATE	DOE	INTEREST	ENDORSER(S)	AMOUNT ENDORSED2/	ATTACHMENT 3/
1982 Year End	\$25,000	10/18/82	05/01/83	11.58	Robert L. Brock John Frieden Jim Parrish	\$ 5,000	, 5 6 6 7 7 7
	\$ 5,000	10/26/82	Not Disclosed	11.54	Gary Keller Robert L. Brock	\$ 5,000	2¢
1983 April Quarterly	\$25,000 \$15,000 \$ 5,000	10/18/82 10/20/82 10/26/82	05/01/83 04/01/83 04/01/83	11.58	Same as Above	Same as Above	9 g g
1983 July Quarterly	\$25,000	10/18/82	08/29/83 10/27/83	12.5%	Robert L. Brock John Frieden Jim Parrish Gary Keller Robert L. Brock	\$25,000 \$ 4,750 \$ 4,750 \$ 4,750 \$ 4,750	4 4 4 4 4
1983 Year End	\$25,000	10/18/82 10/20/82	Not Disclosed Not Disclosed	158	Same as Above	Same as Above	is a
1984 April Quarterly	\$25,000	10/18/82	Not Disclosed	158	Robert L. Brock John Frieden Jim Parrish Gary Keller Robert L. Brock	\$25,000 \$ 4,375 \$ 4,375 \$ 4,375	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
1984 July Quarterly	\$25,000	10/18/82 10/20/82	Not Disclosed	158	Same as Above	Same as Above	7c 7d

1/This column lists the outstanding amount of each loan with reductions made for payments on the principal.

^{2/} This column lists the amount endorsed by each person with reductions made for payments on the principal.

 $[\]overline{3}/$ This column references the loan schedules from the appropriate reports.

^{4/} Schedule C combines the loans of \$15,000 and \$5,000, which were incurred on 10/20/82 and 10/26/82.

CHART II

RUST	ATTACHHENT5/	N/A	30	555	5	9	N/A
CHART OF PAYMENTS ON LOANS FROM HIGHLAND PARK PARK BANK AND TRUST	DATE	N/A	N/A	N/A N/A 06/29/83	N/A	Not Disclosed	N/A
KANSAS DEMOCRATIC STATE COMMITTEE 'S ON LOANS PROM HIGHLAND PARK PARI	PRINCIPAL PAID	0\$	0\$	\$0 \$0 \$1,000	0\$	\$1,5006/	\$2,500
KANSAS DEMOCI	DATE	N/A	03/01/83	04/29/83 06/29/83 N/A	09/01/83	N/A	N/A
CHART OF PAYME	INTEREST PAID	0\$	\$ 853.74	\$1,576.39 \$ 833.28 \$0	\$1,051.39	0\$	\$4,314.80
	REPORT	1982 Year End	1983 April Quarterly	1983 July Quarterly	1983 Year End	1984 April Quarterly	1984 July Quarterly TOTALS:

^{5/} This column references the appropriate disbursement or loan schedule which discloses the payment.

^{6/} Schedule C discloses a \$1,500 increase in the cumulative payment to date, however, the committee's report does not disclose any disbursements made to the bank.

ATTACHMENTS 2a through 2i 1982 Year End Report

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	Topeka, KS 66601			Tenens manus
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•	2.PEC teantification Number	- L	· In the	land of
	GIFE CHANGE CONTRACTOR			
•		- □}	tion Report	
	3. This committee qualified as a multicondidors assumittee during			
	this Reporting Period on	W 10 W 0 NOW	on Amendment?	
] YES	0
	BUMMARY		COLUMN A	COLUMN 8
	5 Covering Period 10/1/82 through 12/31/8	2	· This Period	Calendar Year on Care
			ACC CANAGE STORY	
	8.(a) Cosh on hand January 1, 19_82			2,6669.60
				Control of the Control
	(b) Cash on Hand at Beginning of Reporting Paried		1,124.06	
	Ant Paret Burning House & Inc. 400		40 540 00	
	(c) Total Receipts (from Line 18)		48,500.00	\$ 79,306.51
	(d) Subtotal (add Lines 8(b) and 8(c) for Column A and		49.624 04	\$83,100.17
	Lines Blat and Blat for Column Bl		77,011.00	- 03,100.17
			49,259.85	\$81,611.90
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	8 Cost on Hand at Close of Reporting Parish Direct Line 7 from Li	ino 6(d1)	364.21	8 364.21
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	9. Debts and Obligations Owed TO The Standards			
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	(Itemize all an Schedule C or Schedule D)			
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	it is true, correct and complete.		For turbo	Information contests:
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ITEMIZED DISBURSEMENTS

Ling Number - by Che mouse and but to me amount of the Department Surrough Page |

Any information copied from such Reports and Sestemants may not be said or used by any person for the surposs of saliciting contributions or ter commercial purposes, other shan using the name and address of any political committee to solice contributions from such committee. Name of Committee (in Full) KANSAS DEMOCRATIC STATE CONSTITUE A. Full Name, Maling Address and ZIP Cods Purpose of Disturbances Ariests of East Date Imports. CY. YOU! Democratic Mational Committee Contribution . 1625 MASS AVO N.W. 10-15-82 \$25,000.00 Distancement for: Director Diseases Washington, D.C. 20036 D Other (spectry): Dog Imenth, B. Fed Name, Making Address and ZP Code Purpose of Deburgamen Amount of East day, year! Deburgament The Period Disturbanent for: Different P. General D Other (specify): t. Full home, Maining Address and ZP Cods Purpose of Desturation Date broads Amount of Each day, year! Deburament The Pered Disburgement for: Officery Dispured D Other (specify): D. Full Name, Mailing Address and ZIP Code Purpose of Depurson Date Imenth, Amount of Each dy. you! Department The Period Disturbement for: Different DiGeneral D Other labertly): E. Full home, Mosting Address and ZIP Cour Purpose of Disbursament Dave Imports. Amount of Each CT. Y-1 Deburgament This Period Deburament for Different Digeneral D Coner (specify) 7 F. Full Name, Mailing Address and ZIP Code Purpose of Debursement Dete Smerth. Amount of Each day. year) Deburgment The Period Disbursement for: Dirimony Digeneral D Other (specify): Amount of East G. Full Name, Malling Address and 21 Cod Date (marth. Purpose of Disbursament Disburgmant This Perce day, year) Disbursement for: "Districty Discovered D Other Loughly): Arrount of Both Purpose of Debursonent Date Smooth H. Full Name, Mailing Address and ZP C ate Deburgment The Perce dr. verl Deburament for: Diviner DiGeneral D Other Locally): Arrowm of Each Date Imports. 1. Full Name, Maling Address and ZP Code Purpose of Deburgament Disturbment The Pered my. yel Disburstment for: Different Different

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SCHEDULE B

ITEMIZED DISBURSEMENTS

Page 1 of 1 for Lote Hymnest 27 (Use separate strends to the estagent of the December Europeant Page)

Any information capied from such Reports and Bettements may not be sold or used by any person for the purpose of soliciting contributions or for examinated purposes, other than using the name and address of any political committee to solicit contributions from such committee.

Name of Committee (in Full)

KANSAS DEMOCRATIC STATE CONCITTEE

A. Full Name, Malling Address and ESP Code	Purpose of Disbursement	Dose Smerth, day, year)	Amount of Each Disbursmant This Paried
Slattery for Congress P. O. Box 1978	Pre-Primary Debt		7
Topeka, Ks 66601	Deburament for: @frimary DiGeneral Digital (Security):	11-1-82	\$5,000.00
B. Full Home, Molling Address and ZP Godo	Purpose of Disbursorrans	Desc (month, day, year)	Amount of Each Debursmant This Period
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7	Disbursament for: Differency Difference District (specify):		
D. Full home, Mailing Address and ZIP Cods	Purpose of Debursement	Date (month, day, year)	Amount of Each Disbursament This Period
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E. Full Name, Mailing Address and EIP Code	Purpose of Disbursement	Date (menth, day, year)	Amount of Each Disbursment The Period
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NAME OF COMMISSION OF PARTY AND ASSOCIATED A. Foll Name, Name Associated and SP Code of Law Street Highland Park Bank & Trust P.O. Box 5228 Topoka, Ke 66605		# Lash \$25,000.00	Commission Payment No Gods	See of This Forms
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Let All Enderson or Gueranters (if any) so from 8	2/52	MANUAL MANUAL CONTRACTOR		- DE 1949
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Gary Keller 5020 SW 28th Topeka, Ks 66614	Movent Occupant Pres	ident		
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POLITICAL PARTY COMMITTEES OR DESIGNATED AGENTIS) ON BEHALF OF CANDIDATES FOR FEDERAL OFFICE (2 Y.S.C. § 4416(5))

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RANSAS DENOCRATIC STATE CONSISTEE				
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Postmaster Topeka, Ks 66603	Jim Slattery 4th District-Kansas Congress	Stamps Stamps	10-5-82 10-14-82 10-19-82	\$1,180.00 796.50 767.00
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Manhattan Hercury Box 787 Manhatten, Ks. 66502	Jim Slattery 4th District-Kansas Congress	Ad Ad Ad	10-21-82 10-25-82 10-26-82	\$319.29 875.65 22.02
	Appropris General Election Expenditure for this Condidate—\$ 3,960,46	·		
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Lawrence Journal World. Box 888 Lawrence, Ks. 66044	ia Battery (Labistrict-Kanses) (Congress)	Ad Ad	10-21-82	\$ 430.65 1,107.40
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Atchison Daily Globe 1015-Main Atchison, Rs. 66002	Jim Slattery 4th District-Kansas Congress	AA AA	10-21-82 10-25-82	\$315.52 707.20
	Approprie General Election Expenditure for this Condidon—8 6, 521, 23			F. B. S. H.

CHEDULE P

POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(S) ON BEHALF OF CANDIDATES FOR FEDERAL OFFICE (2 U.S.C. §4416(1))

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(To be used only by Political Committees in the General Bootland

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Junction City Daily Union Box 129 Junction City, Ks 66441	4th District-Kansas Congress	M	10-21-82 10-25-82 10-26-82	\$ 440, 1,137, 60,
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Leavenworth Times Box 144 Leavenworth, Ks 66048	Jim Slattery 4th District-Kansas Congress Assess General Durnish Execution	Ad Ad	10-21-82 10-25-82	s 357. 1,312.
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Topeka Capital-Journal (1) 516 Jefferson Topeka, Ks. 66607	dir plattery th District-Kansas congress	Ad Ad	0-21-82	\$1,617. 3,805.
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Southwest Publishing Cor 62TD W. 10th Topeka, Ks 66615	- Surta, Disertes & Office Sought	Mailing Service	day, years	\$ 705.
	Approprie General Execution Executions for the Condidon—815,957,93		1	

SCHEDULE P

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POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(S). ON BEHALF OF CANDIDATES POR FEDERAL OFFICE (2 U.S.C. § 4416(6))

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(To be used only by Political Committees in the General Election)

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Capital Research Service 0612 S. Kansas Topeka, Ks .66603	Jim Slattery 4th District-Kansas Congress	Post Election Poll	12-9-62	\$1,000.00
	Aggregate Gorono Esection Expendences for this Condidotto-8 16, 957, 93			
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Standard-Hart Printing 3157 E. 10th Topeka, Ks 66607	Jim Slattery 4th District-Kansas Congress	Printing	12-9-82	\$2,301.92
	Aggregate General Election Expendences for this Condidots—8 19, 259, 85	1-95		
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ATTACHMENTS 3a through 3e

1983 April Quarterly Report

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REPORT OF RECEIPTS AND DISBURSEMENTS For a Political Committee Other Than an Authorized Committee

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ANSAS DEMOCRATIC STATE COMMITTEE		Lart 16 Quarterly Report Lify 16 Quarterly Report	
Address (Number and Street)		October 18 Quarterly Re	
	_	bourny 31 Year End Re	
P.O. Box 1914			(Non-election Year Only)
City. State and ZIP Code	7 5	Monthly Report for	
Topeka, Ks. 66601	3 - T	Twelfth day report presi	Trype of Election)
Check if address is different than previously reported.			owing the General Electron
FEC Identification Number		- All and the Control of the Control	he State of
C00019380 This committee qualified as a multicandidate com-		Termination Report	2010 01
mittee during this Reporting Period on(slate)	(D) 161	this Report on Amendme D YES D NO	
SUMMARY		Column A	Calumn B Calumia Year-to-Dots
Covering Period Jan 1, 198 Through Mar, 31	1983	5	
6) Cash on Hand January 1, 18_83			\$ 364.21
to) Cash on Hand at Beginning of Reporting Period		8 364.21	
(c) Total Receipts (from Line 18)		\$ 4033.50	\$ 4033.50
Id) Subtotal (add lines 8tb) and 6(c) for Column A and lines 6(a) and 6(c) for Column 8)		s 4397.71	\$ 4397.71
7 Total Disbursements (from Line 28)		8 2903.74	\$ 2903.74
8 Cash on Hand at Close of Reporting Period (subtract line 7 fr	om 6(d))	\$ 1493.97	8
9 Debts and Obligations Owed TO the Committee (Itemize all on Schedule Clar Schedule D)		8	
Debts and Obligations Owed BY the Committee {Itemize all on Schadule C or Schadule D}			1, 11
Jim Ploger Appristant Treasurer Biomatury of the about 1 MOTE Lambour of false, proneous, or incomplete information of false proneous or feet FORM 3 and FEC	Date Suppose the	Fedori Yoll 1 Local B 3	
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DETAILED SUMMARY PAGE of Receipts and Didurament (Page 2, FEC FORM 3X)

KANSAS DENOCRATIC STATE CONHITTES	Per 1/1/03	
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11.CONTRIBUTIONS Survey than based PROSE	加尼岛。1983	
bit Individuals/Persons Other Then Pullstad Commission	4033.50	4033.50
Stone Every University 8 108,50		
&1 Painted Party Committees.		,
&1 Other Painted Committees		
WITOTAL CONTRIBUTIONS farmer than bornel badd 11e, 11b and 11el	4033.50	4033.50
12 TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES		
13 ALL LOAMS RECEIVED		
14 LOAN REPAYMENTS RECEIVED		
15 OFFSETS TO OPERATING EXPENDITURES Motion, Resemble or.)		
16 REFUNDS UP CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES		
17 OTHER RECEIPTS (Drodonds, Interest, SEL)		
18 TOTAL RECEIPTS (Add 114, 12, 13, 14, 15, 16 and 17)	4022 50	4033.50
II. DISBURSEMENTS	C	Em La Maria
VO OPERATING EXPENDITURES	2803.74	2803.74
20 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES		
21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES		100.00
22 INDEPENDENT EXPENDITURES (Um Stratulo E)		
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES 12 U.S.C. §441a(d) (Um & Pendulo F)		
2 LOAN REPAYMENTS MADE		
25 LOANS MADE		
26. REFUNDS OF CONTRIBUTIONS TO	The state of the state of the	
(a) Individuals/Persons Other Then Political Committees		
b) Poincel Party Committee		
(c) Other Painted Committees		1
46 TOTA: 35. TRIBUTION REFUNDS (see 26s 20s and 20s)		
27. OTHER DISBURSEMENTS		
26 TOTAL DISSUPSEMENTS (Add Liver 18, 30, 21, 22, 22, 24, 25, 26d and	2903.74	2903.74
HI. HET CONTRIBUTIONS AND NET OPERATING EXPENDIT	The state of the s	The second second
28. TOTAL CONTRIBUTIONS (solver than borns) from Line 11d	4033.50	- 4033.50
30 TOTAL CONTRIBUTION REFUNDS from Line 284	-0-	0-
21 NET CO (TRIBUTIONS former than topical furthering Line 30 from Line 39)	4033.50.	4033.50
22 TOTAL OPERATING EXPENDITURES from Line 18	2802 74	1. 1803.74
OFFESTS TO DEFRATING EXPENDITURES from Line 15	-0-	-0-
of NT 1 (P) PATING EXPENDITIBLES (subtres time 23 from 1 + a 32)	2803.74	

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ITEMIZED DISBURSEMENTS

ums of Committee (in Pull)

Kansas Democratic State Committee

Holiday Inn City Centre	Rent	Does broadly day, year!	Amount of Each Disturbinus The Paried
914 Madison Topeka, KS 66607	Disturbings for: @Primary @General @ Other (speakly):	2/12/83	1950.00
Highland Park Bank & Trust	Interest on Note	Date (menth, day, year)	Amount of Each Distantament This Periss
P. O. Box 5228 Topeka, KS 66605	Disjurgement for DiPrimary DiGeneral Di Other (specify):	3/1/83	853.74
Full Name, Maring Address and ZIP Cods	Purpose of Distrumenting	Date (menth, day year)	Amount of Earn / Disbursament This Perior
	Disbursement for . Differency Disposed Diction (specify):		
D. Full frame, Mailing Address and ZIP Code	Purpose of Disbursement	Date (menth, day, year)	Amount of Each Disbursement This Period
	Disbursament for: Divingry DiGeneral Di Other Specify):		
Full Name Medang Address and ZP Code	Purpose of Disbursament	Date (menth, day, year)	Amount of Each Disbursament This Person
	Disburstment for Differency Disputs of Other (specify)		
F - Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (month, uley, year)	Amount of Each Disbursement This Person
	Disbursement for DPrimary D General D Other (specify):		
G. Full hame, Mailing Address and ZP Code	Purpose of Disbursament	Date (month, day, year)	Amount of Each Disbursament This Period
	Distursement for Officery Outerest O Other (specify):		
M. Full Name, Mailing Address and 20° Com-	Furpose of Districtions	Date Lmonth, day, year)	Amount of Earth Digitures on This Period
	Disburgement for: Officinary Concret 2 Other (specify):		
1. Full Sums, Making Address and 2P Cods	Purpose of Disbursement		Amount of Earl Disbursement This to n
	Disbury ment for Differency 3 General 12 Other (specify).		

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Highland Park Bank & Trust P.O. Box 5228 Topeke, Ec. 66605. Penns Showy Money Done bestyli		\$25,000.00		\$25,000.0
THE M Business in greatest it will be pro-Th	1/11	how to LLie		State of the state
/ 1. Fell Name, Making Address and EP Code			TO LEAR	17 多级
Robert L. Brock 4441 W. Airport Preeway Irving, TX 75062	Pres	Motel Corp		
2. Full Name, Maring Astonia and 21F Cook	Oncupation	Englay is		
3. Full Name, Maring Address and 21F Code	Name of Occupance	Employer		
Highland Park Bank & Trust P.O. Box 5228 Topeka, Ks. 66605		\$15,000.00	Completes Payment To Data	Clear of The Per
Flection Shimary Moneral Corner (sectiv)				
Torms Date Incurred 0/20/82 Date Due 4/	1/83	Interest Pare 11.5	(apr)	Secured
L et Ali Endoners er Guaranters lif anvil to Item B				
John Frieden 112 S.W. 6th St. Topeka, Ks. 66601	Self- Occupant Atto:			
Jim Parrish 36.77 S.F. Tumahawk Topeka, Rs. 66605	BLOCI Occupant	Employer K Nitel Corp		
Gary Keller 3911 Worwich Town Rd. Topoka, Ks. 66610	Adver Occupan	enewar nture Rest C	orp	

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AARSAS DEHOCRATIC STATE COM	u TTER	Orlean Account	I Company Company	
B'shland Fark Bank 6 Trust P.O. Box 5228		of Less	70 000	Card Pales
Topeka, Ka. 66605		5,000.00	-0-	\$5,000.00
Bushes Strong Strong Strong brushyl:	43.46.5			
	TAIT .		Start 0	Shorted
List All Britann or Community (if any) as been A	[m_ 15		237 11:283	1.3000000
Robert L. Brock	Brock	Botel Corp		-
4441 W. Airport Preeway Irving, TX 75062	Ourspeaker		K	12
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Presid			
2. Fut Name, Making Assom and 219 Code	10000	000.00		132
				1
	Occupance			**
	Americ G	Warried Outstanding		3.5
3 Full hame, Maring Address and 21F Code	Name of B	- Stoyer		
	Oursesse			
	1			
	-	are and Overending	1 40	THE STATE OF
Election Thimery DiGeneral Diother (electry)				
Terms Date Incurred Date Due		norm Roll	Stepri :	Secured
List All Endonses or Guaranters (if any) to Item 8				
1 Full Name Me ling Address and ZIP Code	Name of E	MEIGYE		
1 = 1 = 1 = 1	Occ upotter			
the state of the s	Amount G	warensted Outstanding		
2 Tull Name Mailing / 30/100 and 21P Code	Nome of E			
	On upstier			The second of
	Amount C	warenteed Outstanding		
3 First Name Marring Address and ZIP Code	Name of E	mpleyer		_
7.5	Occupero			7
	-			-
	Amount G	uaranteed Outstanding	description of the second	
TOTALS TO 4 Po. and This Page (approprie)				\$5,000.00
" /" A L S " + L Po ad l'air page in this line anty)				E45,000.00
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ATTACHMENTS 4a through 4f 1983 July Quarterly Report

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Attachment 4a

ALIGN AREA	ry Page)	E.	المان مو: وغ
1 Name of Committee ('n Pull)	4 TYPE D	PREPORT COLL	to banesi ·
KANSAS - MUCRATIC STATE COMMITTEE	- LJ~	manue [7 camp 18 cm m. v.
The state of the control of the cont	E	Harry []
Address (Number and Street)	U"	7 31 Mg Yes Them 500 6	Herrian Year Only)
	D.	Athly Report	
P.O. Box 1914			
City, State and 21P Code	- U'*	- ومخصصونجوم بعث خالق	
Sily, sails and air sails	-	etion on	_ in the Stone of
Topeka, Rs. 66601			
Check here if address is different than proviously reported.	一 一 一	irties day reportationing s	ve General Election
2 FEC Identification Number	-		Sum'et
C00019380			
3 This committee qualified as a multicondidate committee duri		rminetion Repor	
this Reporting Period on	(b) is the R	laport on Anuscial?	
		Oves On	0
SUMMARY	and the same of	COLUMNA	
S.C. sering Period Apr. 1, 1983 strough June	20 1082	Thinks.	Columbia S
		CT CE SENCE	
8. (a) Cosh on hand January 1, 19.83		· Barrier	\$ 364.21
(b) Cash on Hand at Beginning of Reporting Parisol		1 1 457 67	100 C
(c) Total Receipts (from Line 18)		\$ 23,364.26	\$27,397.76
to Subtotal field Lines 6(b) and 6(c) for Column A and,		8 24 862 32	\$ 27,761.97
Lines 5(a) and 5(c) for Column B)			27,761.97
7 Total Distursements (from Line 28)		. \$ 23,903.95	\$ 26,807.69
8 Cash on Hand at Close of Reporting Period (subtract Line 7 from	t Inn Old))		8 954.28
S CON ON MANOR CLOSE OF MEDICAL PARTY PROPERTY AND A STATE OF THE PARTY		954.28	
9 Debts and Obligations Owed TO The Committee		8	5
(Itemize atl on Schodule C or Schodule D)			
10. Debts and Obligations Owed BY the Committee		44.886.80	
I corrier that I have examined this Report and to the best of the bisentings and		1 37 3 3 3 3 3	
et in their content and complete		-	prior matter contact
Jim Ploger, Asst. Treasurer			e Euction Commission
Type and the of Transie			100 BDT-474 9530
Man VIII	7/10/83		302 933 4088
BIONATURE POPULATION	Des		
MOTE Surfrey of the arrange of beautiful information or sideles	the person storing th	-	C 9 4976
Al	ORM I and FBC PORT	7 h en en en en en en	- 1-
			1.784351185

DETAILED EUROPARY PAGE of Receipts and Disturrements Page 2, PGC PQRM 3X)

KANGAS DEHOCRATIC STATE CONSTITES	From 4/1, 83	To 6/30/83
	COLUMN A Total This Period	Column 8
I. GOCOLPTO		
11.CONTRIBUTIONS (ACCOUNTED bond PACE):		的思想是是
til Individual/Persons Color Then Political Commitment.	15,946.01	19,979,51
Mone Entry Universitat 9_4546.01		
Bil Pelhilad Purry Committees		
(c) Other Palitrical Conventions.	1.421.33	1.421.33
(d) TOTAL CONTRIBUTIONS (other than based (add 11(d), 11(b)) and 11(c))	17.367.34	21,400,34
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	es correran
12. TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	5.996.92	5.996.92
	عروال مراهد كالالم الما	AND PARTY -42
13. ALL LOAMS RECEIVED		
	10 and 25 me 1 2 12 2 2 2 2	さいしょかなな みみかいる
14 LOAN REPAYMENTS RECEIVED		
	The strength of the party	· [建聚] 中国"高州"。
16 OFFSETS TO OPERATING EXPENDITURES (Refunds, Returns, etc.)		
	CHICAGO CONT. NO	1 BY CHECK THE CA
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES		1
AND OTHER POLITICAL COMMITTEES	AND PROPERTY.	さんできるない
17.OTHER RECEIPTS (Dividends, Interest, etc.)		
	लासिकार देशी हैं के	为一种发生是原文 165
18 TOTAL RECEIPTS (AM 1110, 12, 13, 14, 10, 16 and 17)	23.364.26	27.397.76
		· · · · · · · · · · · · · · · · · · ·
M. DISSUPREMENTS	A STATE OF THE PARTY OF THE PAR	
19 OPERATING EXPENDITURES	7.403.95	10.207.69
	mile of Same	the the same of the same
20 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES	15,500.00	15.500.00
	Sales Secretary Control of	Catal Can Ry Ray
21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND		100.00
OTHER POLITICAL COMMITTEES	\$2.0\chi2.0\chi2.\chi	語語の語を記る
22 INDEPENDENT EXPENDITURES (was Schoolule E)		
	WAS PERSONAL TO BE	。由中国政治院改造
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES		
(2 U.S.C. 6 441 old)) (Use Schedule F)		A MANAGEMENT
N LOAN REPAYMENTS MADE	1,000.00	1.000.00
	D. S. D. T. S. C. S. C. S. C. S. C.	Strength Campian
25 LOANS MADE		THE COMME TO SEE
26 REFUNDS OF CONTRIBUTIONS TO	D'econe, o'mbr'	2. O. C
(a) Individuals/Persons Other Than Political Committees		
(b) Political Party Committees	••••	
(c) Other Political Committees	••••	
"ETDIA" COLINILATION REFUNDS (Add 26(a), 28(b) and 26(d)	25,000	establishment of the second
		The state of the s
27. OTHER DISBURSEMENTS		大学の一本の 本は 大学をはいる
7	the second second second	
20 TOTAL DISBURSEMENTS (add lines 19, 20, 31, 22, 23, 34, 35, 36(d) and 27)	23,903,95	26.807.69
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES	12 200	
29 TOTAL CONTRIBUTIONS later than loand from Line 1168	17,367.34	21,400.84
30 TOTAL CONTRIBUTION REFUNDS from Line 38(d)	17 267 24	22 460 64
31 NET CONTRIBUTIONS (either then bond) (Subtract Line 30 from Line 28)	KIRAT TELEVISION	Ser Land Barrier
27 TOTAL OPERATING EXPENDITURES from Line 18	7,403.95	

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Airy Informal on capital from each Reports and Bestoments may not be said or used by any portion for the purpose of salesting contribution , or to commercial purposes, other saling the name and address of any political committees to solicit contributions from each committee Name of Committee (in Full)

A. Full Name, Making Address and EP Code Highland Park Bank & Trust	Purpose of Debursment Loan Interest	Does Smarth, day, year)	Organization Lights of
P.O. Box 5228 Topeka, Ks. 66605	Disturbinant for: O Primary O General O Onter (possity):	4/29/83	\$1576.39
B. Fell Name, Mailing Address and EP Code	Purpose of Dispursament	Date (menth.	Amount of LEF
Johnson County Treasurer Courthouse	Voter Print-out	day, year)	Disbursament This Par-
Olathe, Ks. 66081	Chaburament for: Offensey DiGeneral Digeneral Digeneral (greatfy):	6/16/83	\$67.50
C. Full Name, Making Address and EF Code	Purpose of Disbursement	Dese Imenth,	Amount of Each
Douglas County Clerk Courthouse	Voter Print-out	6/16/83	\$97.18
Lawrence, Ks. 66044	Disbursament for: © Primary © General D Other (specify):	.,	
D. Full Horse, Moving Address and EIP Code	Purpose of Disbursement	Dete Imenth,	Amount of Each
Consultant Field Engineering P.J. Box 774		day, year)	Distribution This Paris
Shawnee, Ks. 66201	Disbursament far: Diffrimary DiGeneral Di Osher (anachly):	6/27/83	\$211.00
E. Full Nome, Molling Address and 21P Code	Purpose of Disbursement	Dose Imenth,	Amount of Each
Creative Products, Inc. 4901 Foley Rd.	Pewter Plates	day, year)	Disturbinant This for
Cincinnati, OH 45238	Disbursement for: Offermory O'General O Other (specify)	6/27/83	\$1250.37
F. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date Imenth,	Amount of Each
Barbara Rawlings	Payroll	day, year)	Disturbent This Pr.
3754 Humboldt Topeka, Ks. 66609	Disbursement for: Offinery OGeneral	6/27/83	\$431.91
	O Other (specify):		
G. Full Nome, Meding Address and ZIP Code Patty Coffman	Purpose of Disbursament	Date (month, day, year)	Amount of Each Diducement This Per
1306 Harrison, #34	Payroll		
Topeka, Ks. 66612	Disbursement for: Officerry Oceanical D ~ (specify):	6/27/83	\$476.42
M. Full Name, Maring Address and Zir Com	Purpose of Dissurranent	Dete Importo,	Amount of Each
Lisa Carlin Cedar Crest	Payroll	day, year)	Delle -ment This for
Topeka, Ks. 66606	Disburgament for: Differency DiGeneral Differ Specify1:	6/30/83	\$125.27
In Full Name, Mailing Address and EIP Code	Purpose of Disbursament	Date Imanth,	Amount of to
TJim Ploger -P.O. Box 2571	Payroll	day, year)	Dispursament Tr **
Topeka, Ks. 66601	Dispursement for: Officery Dispursel Dispursement for: Officery Dispursel	6/30/83	\$763.63

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ITENIZED DISBURSEMENTS

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Any information expect from each Reports and Statements may not be used by any parties for the purpose of safetying contributions or to commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

Name of Committee (in Pull)

Highland Park Bank P.O. Box 5228	Loan Repayment	Do- Impath, dov. year)	Department The Period
Topeka, Ks. 66605	Debursment for Different Monoral Differential	6/29/83	\$1,000.00
Full Name, Making Address and ZP Codo	Purpose of Disbursement	Date (manth, day, year)	Amount of Each Disbursement This Perior
	Disburgement for Differency DiGeneral Differ (specify)		
Full home, Mailing Address and ZIP Code	Purpose of Disbursement	Date Imenth, day, year?	Amount of La * Disbursement This Feire
	Disbursement for Ethimpiy O'General U Other (sectify).		
Full Name, Maring Address and ZIF Code	Purpose of Disbursement	Date (menth, day, year)	Amount of Each Disbursoment This Period
	Disbursament for DPrimary DiGeneral Digital Expectivities		
Full forms, Making Address and ZIP Code	Purpose of Disburstment	Date (menth, day, year)	Amount of Each Disburgement This Perio
	Disbursement for Difference Dispursement Control Specify1		
Full forms, Mailing Address and ZIP Cape	Purpose of Disbursament	Date (manth, day, year)	Amount of Each Disbursement This Prico
	Disbursement for: Differency Difference! Di Other (specify)		
G Full Name, Making Address and ZP Code	Purpose of Dispursement	Date (month, day, year)	Amount of Each Disbursement This Perior
	Disbursement for Oftenery OGeneral O Other (wester):		
H. Full Name, Mailing / Adress and Zir Gods	Purpose of Disburgement	Date (month day, year)	Disbursame is This Prince
	Dishurpment for: Officery Digeneral Disher (specify):		
1. Full Name, Moding Addison and EP Code	Purpose of Disbursement	Date (menth, day, year)	Amount of Ear's Disbursement This Period
	Disbursament for Difference Difference Differ (specify):		

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THE PROPERTY OF THE PROPERTY OF THE PARTY OF

A Put Name, thing Address and EF Gad of Law Server Righland Park Bank & Street F.O. Box 5:28 Topaka, RS 86603 Parties: France: Edward Stone (genty): Toma: San Seared 10/18/82. Day Dox 8/22	A	#25,000.00	Commission Payment To Store -0-	\$25,000.00
List All Endorson or Outpesson Mr payl up have A				
Robert L. Brock 4441 W. Airport Freeway Irving, TX 75062	Prosid	Hotel Corp.		
2. Full Name, Names Address and 2.P Code	October G	uerenteed Outstanding		
3 Full Name, No-ling Address and 21F Code	Opposition of S			
8 Full forms, Moving Asserts and ZIP Code of Loan Source Highland Park Bank & Trust P.O. Box 5228 Topeka, KS 66605 Election Diviney Officeral Dome (specify) Terms Date Incurred 10/20/82 Date Date 10/		Original Amount of Loon \$20,000.00	Cumulatino Payment To Data \$1,000.00	\$19,000.00
Let All Endorson or Guaranters (if any) to term 8	27/83	Interest Rett 13-5-1	0	Secured
John Frieden 112 SW 6th Street Topeka, KS 66601	Occupation atto	-employed		
2. Full fame, Wolling Add on and EIF Cods Jim Parrish Jo32 SE Tomahawk Topeka, KS 66605	Rrock Occupation	Hotel Cryp		
Gary Keller 1911 Worwick Town Road Topoka, KS 66610	Advent Occupation Pres Amount G	m plover ure Restauran	: Corp	T P P J I

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(continued from page 1)	Organi American	Comments Payment To Base	Green of This Park
ome Date bearing Date Date	Norm for	(Short)	Secured
w AF Enderson or Guerranen (H any) to turn A		No. of the last of	
Robert Brock 4441 West Airport Preessy Irving, TX 75062	Brock Hotel Corp Deresion President Ament Ours and Outstands \$ 5,000,00		
3. Full Name Mailing Address and 21P Code	Amount Guaranteed Dutstandin B Name of Employer		
	Control of the contro		
B. Furl Name. Mailing Address and ZIP Code of Loan Sou	Occupation Amount Guaranteed Outstands S Original Amount of Loan		1 Belove Oversedo Close of This Peri
Election Officers - OGeneral Digman (specify)	Ampuni Gueranteed Duttender 8 Original Amount of Lase	Cumulatina Payman To Data	Closs of This Per
Execusor - Shirmery - Signeral - Signer (specify) Torms - Dete Incurren - Dete Due -	Ampuni Gueranteed Duttender 8 Original Amount of Lase	Cumulatina Payman To Data	Belower Overstander Close of This Per
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rection 29-mary 2 General 2 Differ (specify) forms Date Incurren Date Due , at All Endoners or Guarantors (if any) se (sem 8	Amount Gueranteed Outstander 8 Original Amount of Loan Interest Rate Discussion	Cumular no Paymon To Cara	Closs of This Per
rection 29-mary 2 General 2 Differ (specify) forms Date Incurren Date Due , at All Endoners or Guarantors (if any) se (sem 8	Amount Guerenteed Outstands S Original Amount of Lean Interest Rate Name of Employer	Cumular no Paymon To Cara	Closs of This Per
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ATTACHMENTS 5a through 5e 1983 Year End Report

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THE BUILDING WASHINGTON TO THE STATE OF THE

REPORT OF RECEIPTS AND DISSURSEMENTS For a Political Committee Other Than an Authorized Committee

ALIGN AREA	SUMMERY Page)		ALIGN APT
1. Name of Committee the Pulls	4 1111	OF REPORT ICHES ESPREN	
KANSAS DEMOCRATIC STATE COMMIT	722 WO		Onder 15 Out 11 Aug
		uty 18 Guerrary Report	
Address (Number and Street)		bly 31 Mid Year Report Mon-E	
P. O. Box 1914		fundity Report for	•
		lastin day report presenting	
City, Sure and ZIP Gode		derson on	- to Suto o'
Topeka, Kansas 66601		Pursual day report following th	
Drack hare if address a different than providedly reg			1
2 FEC Identification Number C00019380			See of
3 The summittee qualified as a marketine dates seemed		Terminamen Report	
the Reporting Pared on ,	-	-	
			0
5 Core ing Person 07/01/83 arough 1	2/31/83	COLUMN A The Period	Column 6 Columbs Yes so-Outs
0 (a) Cash on hard January 1, 10			364.21
(b) Cash on Hand at Baymang of Reporting Reveal		954.28	
Ici Toral Recops (from Line 18)		13,745.00	841,142.76
Idl Subnover last Lines Bibl and Big! for Column A and		14,699.28	41,506.97
Lines Biol and Biol for Column Bi 7 Years Distantements (from Line 20)		11 681 68	9 38,499.37
8 Cost on Hand at Close of Reporting Forest Individual Lie			
		3011.00	3017.60
9 Dates and Derganiero Ored TO The Committee (fagnica at an Schartule C or Schadule B1			
10 Dates and Obligations Divisit BY the Committee		44,000.00	
The life flow the particular of a Region and to the time of my time of the time of my time of the time of time of the time of time of time of the time of	-4-469	~ ~~	
Bill Beachy, Assistant Treas			-
Tree of Fee Rate of Visions		, -	Top 000 434 95 95
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			51/80 11 3B'

BETAILED SUMMARY PAGE of Reselpts and Disturbance (Page 2, PRC FORM SX)

Pap 2, FBC FORM 3X1)					
KANSAS DEMOCRATIC STATE COMMITTEE	7/1/83	To 12/31/F			
	COLUMN A	COLUMN			
COLUMN TO SERVICE STATE OF THE PARTY OF THE	Total The Forest	Calendar Vac To-Date			
L. ROCOLPTS	70 5 3 W V	Contraction of the second			
CONTRIBUTIONS lother than board PROM:	April 18 Comment	The state of the s			
fel Individuals Persons Other Then Political Committees	1870.00	21 849 51			
Mone Bary Universal 81	6.30.3	to the design the said			
thi Palmed Party Committees	3875.00	3875.00			
let Other Political Committees		1421,33			
66 TOTAL CONTRIBUTIONS feder than learn field 116d, 116d and 1161)	5745.00	27145.84			
TRANSFERS PROM APPILIATED/OTHER PARTY COMMITTEES	8000 00	13996 92			
TRANSPERS PROS APPIGINISMO INC. FRANCE COMMENT	9000 00				
3 ALL LOAMS RECEIVED					
	。 1. 12 (15) (16) (16) (16)	Company of the second			
4 LOAN REPAYMENTS RECEIVED	new Academia ()				
a design on consequent and that the flat on the	See a Secondary	· 大学 《中文》 (1)			
S OFFSETS TO OPERATING EXPENDITURES (Robusts, Robusts, etc.)	A. K. Taranana y Barran and Mari	5. 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1			
& REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES		المشتشسية أو			
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7. OTHER RECEIPTS (Developed, Housest, etc.)					
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8 TOTAL RECEIPTS LASE 1168, 12, 13, 14, 16, 18 and 171	13745.00	41142-76			
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Any Information cannot from such Reports and Sussmans may not be sold or used by any parson for the purpose of calebray commerced purposes, other than using the name and address of the PAPICAS commerces to calebra complications from such commerces. Name of Committee (in Full)

KANSAS D	EMOCRATIC	STATE	COMMIT	TEE
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KANSAS DEMOCRATIC STATE COMMI	TTEE		
A Put Name their Assess and EP Comp Pighland Park Bank & Trust 2100 SE 29th St.	interest on loan	Care Smarth, day, year?	Common The Pares
Topeka, KS 66605	Other Insulty)	9/7/83	1051.39
Pitney Bowes P. O. Box 38460	Equipment rental	Des tegens, day, year!	Amount of Each Ordered-east This Pared
Louv, KY 40233	Debutament for Differency Removal District Specials)	9/7/83	104.25
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P. O. Box 85182 Cincinnatti, OH 45201	Description of the Description of the Land	9/7/83	107.28
D. Full home, Making Address and 29 Code Logan Business Machines 4178 NE Highway 24	Equipment rental	Com trapel. Cor. year)	Description The Person
Topeka, KS 66608	Description of the Charge Pinners of the Control of	9/7/83	480.25
Capitol city Office Products P.O. Box 1596	office supplies	Date Improb, day, year)	Arrant of East Description The Person
Topeka, KS 66601	Debrament for Otheran &Const.	9/7/83	21.06
International Tours	arfair computer maint	enthick!	Amount of Eath Deputation That Review
P. O. Box 1205 Mission, KS 66222	Distribution to Different & Comment	9/7/83	483.00
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Topeka, KS 66601	Dispursment by Diffusion & Consult O Other Installed	10/11/8	3 873.58
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Box 2571 Topeka: KS 66601	Discovering Divinery & Gorard O Other Specify)	10/16-0	
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logueka, Fr. 66601	Distribution of Company of Company	10 51 4	1 842.45

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tobert L. Brock 441 W. Airport Freeway Irving, TX 75062	Brock Omega Presi	Hotel Corp		
2 For Name, Name and 20 Code	25	000.00		
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3 Full Home, Moving Address and ETF Code	1	- Company	1,74	
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Topeka, Kansas 66605		20,000.00	1.000.00	19.000.0
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Topeka, KS 66605	atto	ood: oo maaa	=	
Gary Keller	Adven	ture Restau	ant Corp.	Ī
3911 Worwick Town Road Topeka, Kansas 66610	Tresi		1	:

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ATTACHMENTS 6a through 6d 1984 April Quarterly Report

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REPORT OF RECEIPTS AND DISSURSEMENTS For a Political Committee Other Than an Authorized Committee

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1 Name of Committee (in Polit	4 TYPE O	F REPORT ICHIEN MEPREPUR	
CANSAS DEMOCRATIC STATE CONNITY	TE _		
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3 The committee qualified as a multicondidate committee Reporting Forest on	To during the first tree to	Part of Assessed	
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1 Com my Pares 01/01/84	03/31/84	COLUMN A	Colondo You william
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8 Cost on Hand at Close of Reporting Forced (biblises) Lie	ng 7 fram L ng Bidil	8017.60	s 8017.60
9 Dates and Obligations Divide TO The Committee		8	
firemize all an Schodule C or Schodule DI		s 42,500.00	
10 Debts and Objections Owed BY the Committee		\$ 42,300.00	
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Bill Brachy, Assistant Ireas.	ITEI	— Pater	e tantos Common
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OCTAMED SEMILARY PAGE of Receipts and Disturpments Pro 2 PSC FORM 3X1

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thi Painted Party Committees			-
let Other Painters Communication	5000.00	5000.00	-1
(d) TOTAL CONTRIBUTIONS (other than based (add 116s), 1984 and 11(c))	5000.00	5000.00	
		AND THE REAL PROPERTY.	
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KANSAS DEHOCRATIC STATE CONTO	TTEE			
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HIGHLAND PARK BANK & TRUST P. O. Box 5228 Topeka, Kansas 66605		20,000.00	2,500.00	17,500.00
HIGHLAND PARK BANK & TRUST P. O. Box 5228 Topeka, Kansas 66605 Erector Showy October Done (partie) Terms Christman 10/20/82 Done Done		20,000.00	2,500.00	17,500.00
HIGHLAND PARK BANK & TRUST P. O. Box 5228 Topeka, Kansas 66605 Eigrien Shimay OGeneral Done teachyl Terms Date for a real 10/20/B2 Date Due I of A. Engorsen or Guaranters life and to learn 8 I full forms Mailing Address and 28 Case John Frieden	home at (20,000.00	2,500.00	17,500.00
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ATTACHMENTS 7a through 7d 1984 July Quarterly Report REPORT OF RECEIPTS AND DISSUITA

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ALION AREA	ry Page)	19	ALIGN TAREA
1. Name of Committee (In Full)	4 TYPE OF	REPORT ICHES ASSESS	
CANSAS DEPOCRATIC STATE OPHRITIES			
			October 16 Quertally Report
	N ANY	15 Quarterly Report	D January 31 Year End Report
Address (Humber and Street)		31 Mid Year Report (Nor	Election Year Only!
P. O. Box 1914			
City, State and ZIP Code	- U'''	ifth day report preceding	Proper of Business
Topeka, Kansas 66601	-	tion en	in the State of
Check here if address is different than previously reported.	Th.	tieth day report following	the General Election
2.FEC Identification Number	-	in th	4 Sule of
C00019380			
3. This committee qualified as a multicandidate committee during		minetion Report	
the Reporting Period on	(b) is the R	sport on Amendment?	
(Dead		☐ YES ☐	NO
S Covering Period 04/01/84 strough 06/30	/84	COLUMN A This Period	COLUMN 8 Calendar Year 40-Date
6 (a) Cash on hand January 1, 19 84			3017.60
(b) Cash on Hand at Beginning of Reporting Period		8017.60	
(c) Total Receipts (from Line 18)	• • • • • • • • • • • • • • • • • • • •	\$35,043.23	* 40,043.23
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and		\$43,960.83	* 43.060.83
7 Total Disbursaments (from Line 28)	· · · · · · · · · · · · · · · · · · ·	*15,608.01	* 15,608.01
8 Cesh on Hand at Close of Reporting Period (subtract Line 7 from	Line 6(d))	827,452.82	* 27,452.82
9 Debts and Obligations Owed TO The Committee			
(Itemize all on Schedule C or Schedule D) 10 Debts and Obligations Owed BY the Committee			
(Itemize all on Schedule C or Schedule D)		42,500.00	
Eartify that I have examined this Report and to the best of my knowledge and	d belief		W
It is true, currect and complete		For furth	or information contest.
Bill Beachy, Assistant Treasurer			dar of Election Commission
Type or Funt flame of Tracturer			n Free 800 424 9630
15/1/500	07/02/84		cal 207 573 4088
MIGHATURE OF THE ASUMEN	Dotte		
NOTE Submission of false erroneous or incomplete information may subsect	the person signing thi	report to the penalties of 2 t	sc • 43%
All profess reviews of FBC F	PORM 3 and PSC FORM	So are sharten and should no t	orgo to cost
		F	C FORM 3# (3/80)

DETAILED SURMARY PAGE of Rectipe and Disturrements From 2. FEC FORM 3X1

KANSAS DEMOCRATIC STATE CONSISTEE	04/01/84	7. 06/30/84
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LANCHUTE	The state of the s	William College
1.CONTRIBUTIONS letter than leand FROM:		
fall Individual/Persons Other Than Political Commitmes.		
More Entry Uniterrited 8	Service Contractor	The Att made the first
D) Political Party Committees		
(c) Other Political Committees	8000.00	13,000,00
(6) TOTAL CONTRIBUTIONS (other than least) fadd 11(a), 11(b) and 11(c))	8000,00	13.000.00
		St. Control Marie
12 TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	27.043.21	27.043.23
13 ALL LOAMS RECEIVED	The state of the s	Attach Strains
14. LOAN REPAYMENTS RECEIVED	The second of the second of	
	The state of the s	Be the first the terms
15. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebotes, etc.)		
	《新聞》(1985年)中国共和国	the feet Party - But
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES	"阿尔特里可是加达安全的"传统	
AND OTHER POLITICAL COMMITTEES	一个一个	四十分的一种
17.0THER RECEIPTS (Dividends, Interest, etc.)		
		是是我们的
18 TOTAL RECEIPTS (Add 11(d), 12, 18, 14, 16, 16 and 17)	35,043.23	40,043.23
	THE REAL PROPERTY.	The state of the s
II. DISBURSEMENTS		
16 OPERATING EXPENDITURES	15,608,01	15,608,01
	- TAKE A TO THE	事を以前にあるから
20 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES		
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21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND	THE REPORT OF THE PARTY OF THE	
OTHER POLITICAL COMMITTEES	THE RESERVE OF THE PARTY OF THE	STATE OF THE STATE
22 INDEPENDENT EXPENDITURES (use Schedule E)		
		性の対抗ななるので
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES	See Assert Process	WITE DE TO VIA
(2 U S C 9 441 a(d)) (Use Schedule F)	海中でいる。	THE PERSON NAMED IN
24 LOAN REPAYMENTS MADE	STATE OF A	3-11-12
25 LOANS MADE	THE PERSON NAMED IN	And the second second
26 REFUNDS OF CONTRIBUTIONS TO	Kildred Street 1 de	The state of the s
(a) Individuals/Persons Other Then Political Committees	• • • • • • • • • • • • • • • • • • • •	
(b) Pointcel Perty Committees		
(c) with: Pointical Committees		
(d) TOTAL CONTRIBUTION REFUNDS (Add 28(a), 28(b) and 28(c))	STEE CONTRACTOR OF THE PARTY OF	The water was the
**************************************	The state of the s	
27 OTHER DISBURSEMENTS	The state of the s	All promoting the same
TO TOTAL DISCOURAGE IN A SA DA		TAS COR ON
28 TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 29, 28(d) and 2	15,608.01	T5,608,01
	The same of the same of the same	- 16 141 (10 22 1
III MET CONTRIBUTIONS AND NET OPERATING EXPENDITURES	8000.00	13,000.00
29 TOTAL CONTRIBUTIONS (other than loans) from Line 11(d)	, 8000.00	1 121000.00"" -
30 TOTAL CONTRIBUTION REFUNDS from Line 28(d)	8,000,00	13.000.00
31 NET CONTRIBUTIONS (other than loans) (Bubtract Line 30 from Line 29)	3,000,00	1 2 2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
A4 2004. A4 B4 B4 B4 B4 B B B B B B B B B B B B	15,608.01	15,608.01
37 TOTAL OPERATING EXPENDITURES from Line 18	. 13,000,01	, 13,000.01
33 OFFSETS TO OPERATING EXPENDITURES from Line 18	15,608,01	15,608.01
34 NET OPERATING EXPENDITURES (Subtract Line 33 from Line 32)	17,000,01	i 12'000'01

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Toma: Date Incur:ed 10/18/82 Date Date			teer) 0	Browned
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tobert L. Brock W41 W. Airport Pressny	Brock H	otel Corp.		
Irving, TX 75062	Preside	nt		
2 Full Name, Mading Address and EP Code		5 000 00		
	Oneupotro	•		
3. Full Name, Mailing Address and ZIP Code	Amount C	mployer		
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8 Full Rems, Maring Address and ZIF Code of Loan Source		Organal Amount	Comulative Payment	Science Orestander
HIGHLAND PARK BANK & TRUST P. O. Box 5228				P
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112 SW 6th Street Topeka, Kansas 66601	Occupation	orney		
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2. Full Name, Mailing Address and ZIP Code	Nome of	DOG DO	4	1
Jim Parrish 3632 SE Tomahawk	1	Hotel Corp.	-	
Topeka, Kanaas	Attort	ey Coonse Cunusan OOO, OO	_	
3 Full Name, Mailing Address and ZIP Code	Name of	Employer	7 _÷	1
Gary Keller 3911 Worwick Town Road	Occupant	ture Restauran	COULD"	
Topeka, KS 66610	Presid	_	· -	
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FEDERAL ELECTION COMMISSION WASHINGTON D.C. 20463

RQ-2

MAY 2 1984

Lary Gates, Treasurer
Kansas Democratic State Committee
P.O. Box 1914
Topeka, KS 66601

Identification Number: C00019380

Reference: July Quarterly Report (4/1/83-6/30/83)

Dear Mr. Gates:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedules A and C of your report (pertinent portions attached) disclose contributions which appear to exceed the limits set forth in the Act. The Act precludes a political party committee from accepting contributions in excess of \$5,000 in a calendar year from an This limitation includes the amount that individual. an individual may endorse or guarantee for loans to the If committee. you have received an contribution, the Commission recommends that you refund the amount in excess of \$5,000 or obtain additional endorsers or guarantors for loans so that no individual exceeds the \$5,000 limitation. The Commission should be notified in writing if a refund is necessary or an amended report should be submitted disclosing Schedule C the names of any additional endorsers or guarantors.

If you find the contributions in question were disclosed incompletely or incorrectly, please amend your report with the clarifying information.

Although the Commission may take further legal steps concerning the acceptance of an excessive contribution, prompt action by you to remedy this matter will be taken into consideration by the Commission.

-On Schedule A supporting Line lla of the Detailed Summary Page, your report disclosed contributions from individuals which omit occupation and name of employer. Please amend your report by supplying the omitted information.

e effort

Note: If your committee has made at least one effort per solicitation, either by a written documentation or by an oral request documented in writing, to obtain this information from the contributor, your committee may have exercised "best efforts" and need only confirm this effort in writing. (11 CFR 104.3(a)(4)(i) and 104.7)

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048

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Sincerely,

Mike Tangney

Muhe Targuey

Reports Analyst
Reports Analysis Division



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 2(1463

RQ-3

May 24, 1984

Larry Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

C00019380 Identification Number:

Reference: July Quarterly Report (4/1/83-6/30/83)

Dear Mr. Gates:

This letter is to inform you that as of May 23, 1984, the Commission has not received your response to our request for additional information, dated May 2, 1984. That notice requested information essential to full public disclosure of your Federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Mike Tangney on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

Assistant Staff Director

Reports Analysis Division

Enclosure

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TELECON WITH: Bill Bead

CANDIDATE/COMMITTEE: Kansas Democratic State Committee

DATE: July 9,1984

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SUBJECT: Loan endorsements by an individual

I telephoned Mr. Beachy to determine why a response had not been received concerning the loan endorsements by an individual which exceeded the contribution limitations. He stated that it was the intention of the committee to renegotiate the loans with the bank and have additional individuals as endorsers so that no one would exceed the \$5,000 limitation. However, he would not be able to do this until after returning from the national convention. Mr. Beachy also stated that he would provide a response immediatly indicating the committee's intention to renegotiate the loan.

A COUNTY OF THE PARTY OF THE PA



Kansas Democratic State Committee

R.G. Don 1914 Topolo Koroso III

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In Test :

July 12, 1984

Mr. Mike Tangney Reports Analyst Reports Analysis Division Federal Election Commission Washington, D.C. 20463

Dear Mike:

Thanks for your call earlier this week regarding the status of the question raised in your May 2 letter about the July 1983 quarterly report.

My understanding is that we need to find new guarantors for the two loans appearing in that report (and subsequent reports) so that no single guarantor is responsible for more than \$5,000.00.

Our State Chairperson is currently in the process of working with her predecessor, who resigned last September, to come up with additional guarantors for those two loans. She had to postpone their lunch planned for last week, but will be back in touch with him as soon as we get back from next weeks' National Convention, which you could imagine has been keeping us all very busy.

In addition, mail will be going out from this office next week to those who made donations over \$200.00 to get their occupation and employer's name for the same report.

Again, I apologize for the time this is taking. As I mentioned to you before, the records I inherited here last winter, after the change in Party leadership and resulting total staff changeover, were not in very good order. As you know, we are now caught up on all our past reports and will be getting you this information as soon as possible.

Sincerely

Bill Beachy

Executive Director



FEDERAL ELECTION COMMISSION WASHINGTON D.C. 20463

RQ-2

August 7, 1984

Larry Gates, Treasurer
Kansas Democratic State
Committee
P.O. Box 1914
Topeka, KS 66601

Identification Number: C00019380

Reference: Year-End (7/1/83-12/31/83), April Quarterly (1/1/84-

3/31/84) and July Quarterly (4/1/84-6/30/84) Reports

Dear Mr. Gates:

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This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your April Quarterly Report discloses a loan repayment of \$1,500. However, your report does not disclose any disbursements made during the period. If a payment on the loan was made this information should be itemized on Schedule B and included in the disbursement figures of the report. Please be advised that if a change in total disbursements is made, all subsequent reports should be amended to reflect any change in cash-on-hand.

-In addition to the above referenced matter, Schedule C of your reports does not disclose due dates for the bank loans received in October of 1982. Under 11 CFR 100.7(b)(11), "[a] loan of money by a State bank, a Federally chartered depository or a depository whose deposits and accounts are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration is not a contribution by the lending institution if such loan is made in accordance with applicable banking laws and regulations and is made in the ordinary course of business."

Because your committee's reports have disclosed—only limited payments toward the interest and principal, and the terms have not been fully provided, it appears that these loans may not have been made in the ordinary course of business. This may be a violation of 2 U.S.C. §441b, which prohibits a national bank or a corporation from making contributions.

Please provide a detailed explanation regarding the loans. Although the Commission may take further legal steps concerning these matters, your prompt action will be taken into consideration.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

Sincerely,

Mike Tangney

Reports Analyst

Reports Analysis Division

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FEDERAL	ELECTION COMMISSION		DATE	11JANE.
	CEIPTS & EXPENDITURES (G) (BY			ASE "SE
ON PIBLION/LINDEP/TRANSFERRER STREET ADDRESS REPORTING ENTITY MICROFILM LOCATION TRANSACTION TYPE	CITY	STATE ZIP TYPE OF F REPORT TYPE DATE	ELECTION	AMOUNT.
ROCK, PRINCE TO SEET GLEN BYERS TO CONGRESS BENES 1229/0168 4179711 CONTRIBUTION	LOOKOUT MOUNTAIN BROCK CANDY CO.	TN 37350 OCTOBER QUARTERLY 3DAJGB2	GINES	\$50.
ROCK, PAUL K BEARD '82 COMMITTEE 825EN/002/3220 #130456 CONTRIBUTION	LOOKOUT MOULT":N BROCK CANDY COMPANY	TN 57350 YEAR-END BSEPB1	PRIMARY	1,00:
BOCK, PEGGY REPUBLICAN NATIONAL COMMITTEE - CONTRIBUTIONS (ARM-REPUBL B2FEC/227/3751 #148297 CONTRIBUTION	LOOKOUT MOUNTAIN	TH 37350 TEE APRIL QUARTERLY 4FEB82	PRIMAS.	500
ROCK, R A COMPTYTEE TO ELECT GLEN BYERS TO CONGRESS 82MSE/237/3825 #37969C CONTRIBUTION	EMATTANOOGA RETIREC	TH 37402 POST-GENERAL 180CTB2	GENERA.	700
BCCK, R A MR BEAR: '82 COMPITTEE 825EN/DC2/3236 #130644 CONTRIBUTION	RICHMAR, INC	TH 37350 VEAP-END BSEPB1	PRIMAR-	*,000
ROLK, R A MR BEART '82 COMMITTEE 825EN/D15/D919-0574570 CONTRIBUTION	LOOKOUT MOUNTAIN RICHMAR INC	TH 37350 OCTOBER QUARTER V 175EPB2	GENERA.	500
POCK, BIGHTARD A TEMPLYSEE FELEPA. ELECTION ACCOUNT VICTORY '82 82FEC/252/0357 #303374 CONTRIBUTION	FICHMAN INC	TH 37350 OCTOBER QUARTERLY 15EP82	PRIMARY	500
FULL, ROSEF L VANDEPGRIFF FOR CONGRESS 82HSE/237/217D #396789 CONTRIBUTION	TOPEKA BROCK MOTEL CORPORA	KS 66607 POST-GENERAL ATION 280CT82	GENERA.	1,000
LEWSCHATTE CONSPESSIONAL CHARACTER INC 8145E/205/1844 #025226 CONTRIBUTION		2270181	PR;MAR.	1,000
ROCK, ROBERT MATIONAL CONCURSE FINANCIALION POLITICAL ACTION CO	MEMPHIS CITY FINANCE CO	1H 38117	PRIMAT	500
FOCK, ROBERT BLACKBURN FOR CONGRESS COMMITTEE R7MSE/221/1651 #2673DC CONTRIBUTION	TOPEKA BROCK MOTEL CORP	KS 66604 JULY QUARTERLY Z3APREZ	PRIMARY	SOC TERMINATED
PCCK, ROBERT JIM SLATTERY FOR CONGRESS COMMITTEE 83MSE/25D/D497 #412210 CONTRIBUTION	TOPEKA GROCK MOTEL INC	KS 66611 YEAR-END 23DECB1	PRIMAR	1,000

Subtotal: \$2,500

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OCK, ROBERT L ENOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE INC 82MSE/232/3068 #276712 CONTRIBUTION	TOPEKA BROOK MOTEL CON:	NS 651" DETUBER MONTH 225EFEZ	PRIMAE.	5,.00
OCK, ROBERT L EMCERATIC MOUSE & SENATE COUNCIL 82FEC/247/1744 #276746 CONTRIBUTION	TOPENA BROCK HOTEL CORPORA	KS 6660- OCTOBER QUARTER T TION 6JU-82	PEIMAPY	•,5:
OCK, ROBERT L EMCTRATS FOR THE BO'S INC B2FEC/253/2790 #306997 CONTRIBUTION	INVING BROCK MOTEL COMPORA	TX 75602 PRE-GENEFAL TION 1300162	PEIMAE.	5,00
OCK, ROBEPT L OWE FOR CONGRESS B2MSE/227/2322 #323634 CONTRIBUTION	TOPEKA BROCK HOTEL CORF.	MS 66604 OCTOBER QUARTER_* 30JULEZ	GENERA.	501
OCK, ROBERT L EMPERATIC CONGRESSIONAL CAMPAIGN COMMITTEE INC 82MSE/237/4380 #357749 CONTRIBUTION	IRVINGTON Brock Hotels	TX 75042 POST-GENERAL 180CT62	PR: MASY	2,500
OCK, ROBERT L EXAS DEMOCRATIC PARTY-FEDERAL 82FEC/259/058- #359677 CONTRIBUTION	TOPEKA	KS 66004 POST-GENERAL 25007E2	PRIMARY	50:
CCK, ROBERT L ARTIN FROST CAMPAIGH COMMITTEE (82) 82MSE/238/3652 #376171 CONTRIBUTION	DALLAS BROCK MOTEL CORP.	TX 75205 POST-GENERAL 2500762	GENERA,	500
CIF, ROBERT L CSTAR FOR CONGRESS COMMITTEE B2HSE/227/0346 #396673 CONTRIBUTION	TOPEKA BROCK MOTELS, INC.	KS 66604 OCTOBER QUARTERLY SAUGEZ	GENERA.	1,000
OCK, ROBERT L NET SERVICES CORPORATION/DEMOCRATIC NATIONAL COMMITTEE 83FEC/274/1222 #411090 CONTRIBUTION	TOPEKA BROCK MOTEL CORP	KS 66604 JUNE MONTHLY Z4MA-82	DE IMAE .	WEFFURER.
SHIRLEY SENATE BZSEN/CTV/:>: TARSCAB CONTRIBUTION	CATHEDRAL CITY HOUSEWIFE	POST-GENERAL 2600782	GENERAL	
OCK, W E 111 ATHERINE BEFTIN: FOR CONGRESS EZHSE/211/1031 #188815 CONTRIBUTION	WASHINGTON U S GOVERNMENT	DC 20008	PRIMAPT	1,000
OCF, M E 131 17.2EMS TO ELECT DOM SUMBQUIST TO COMGRESS E255(/231/4343 #379398 (CRTRIBUTION	U. S ERNMENT	OCTOBER QUARTERLY ZOSEPE?	GENERAL	1,000

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Subtotal: \$17,000

Total: 7\$26,500

ITEMIZED RECEIP

VANDERGRIFF FOR CONGRESS A. Fell Name, Making Address and ZIP Gods	I have at the same		
Roland Boyd 616 Finch McKinney, Texas 75069	Self Employed	Dots (month, day, year)	Amount of I Receipt this F \$5.00
Receipt Fer: O Primary Citigeneral	Occupation Attorney		
D. Other (specify):	Aggregate Year-to-Data—8 255.00		
8. Full Name, Mailing Address and ZIP Code Marshall Brachman 3840 Bellaire Circle Fort Worth, TExas 76109	Self Employed	Dese (month, day, year)	Amount of I Receipt This ! \$250.00
Receipt Fer: D Primary 26 General	Independent Oil Producer		
Other (specify):	Aggregate Year-to-Deta-8 750.00		1
C. Full Name, Mailing Address and ZP Code Rober L. Brock 3149 SW 15th Street Topeka, Kansas 66607	Name of Employer Brock Hotel Corporation	Dess (month, day, year) 10-28-82	Amount of E Receipt This F \$1,000.00
Receipt For: D Primary D'General D Other (specify):	Competer Chairman of Board President		
	Agrees Yes-to-Date-\$ 1.000.00		
D. Full Name, Mailing Address and EP Code Cantey, Hanger, Gooch, Munn & Collins 1800 First Nat'l. Bank Bldg. Fort Worth, Texas 76102	Law Firm	Dess (month, day, year)	Amount of E Recogn This F \$500.00
Receipt Fer: O Primary Of General	Attorney		
D Other (specify):	Aggregate Year-to-Date-\$ 500,00		
E. Full Name, Meding Address and ZP Code Ross M. Carey Route #1 Argyle, Texas	Self Employed	Date (month, dov, year)	Amount of 8 Receipt This P
Receipt For D Primery CKGeneral	Occupation Dickey Hearing Aid-Owner-Ft. Worth	61	4200.00
© Other (specify):	Approgram Year-40-Date-8 250.00		
F. Full Name, Mailing Address and ZP Code O. V. DiSciullo 210 West South Street	Nome of Employer Self Employed	Date (month, day, year)	Amount of Receipt This F
Arlington, Texas 76010	Cocupation	11-1-82	\$300.00
Receipt Fer: D Primary D'General	Engineer		
O Other (specify):	Appregate Year-to-Date -\$ 400,00		
G. Full Horm, Mailing Address and ZP Code Carl R. Gross 3103 Avon Drive Artington, Texas 76015	Retired U. S. Government Employee	Dess (month, day, year)	Amount of 1 Receipt This F \$53.10
Receipt For: O Primery O'General © Other Spracify):	Competen Retired Aggreen Year to Com-\$ 253.10		
O Option activity).	75 to 10 to		

Survey Part

Blackburn for Congress Committee			
A. Full Name, Mailing Address and ZP Code Jim Watson 4700 First International Bldg. Dallas, Texas 75270	Name of Employer Johnson, Swanson & Barbee	Dete (menth, day, year) 4/21/82	Amount of East Receipt the Period \$250.00
Receipt For El Primary D General	Occupation Partner		
C Other (specify):	Aggregate Year-to-Date-\$ 250.0	0	
Gaynell Methvin 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson & Barbee	Dets (mont), day, year) 4/21/82	Amount of Each Receipt This Period \$250.00
Receipt For: 30 Primary D General	Partne.		36
D Other (specify):	Aggregate Year-to-Date-8 250.0	0	
C. Full Name, Making Address and ZF Code C. Ted Raines, Jr. 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson & Barbee	Dess (month, day, year) 4/21/82	Amount of Each Receipt The Period \$250.00
Receipt For: 38 Primary D General D Other (specify):	Partner Approprie Year to-Dom-8 250.0		
D. Full Name, Mailing Address and ZIP Code	Neme of Employer	Date (month)	Amount of Each
Jack Dahlstrom P. O. Box 780 Buda, Texas 78610	Dahlstrom Corp.	dey, year) 4/23/82	S1,000.00
Receipt For: Other (apecity):	President Aggress Year-to-Dam-\$ 1,000		
E. Full Name, Mailing Address and ZP Code	Name of Employer	Date (month.	Amount of Each
Richard C. Strauss 4255 LBJ, Suite 130 Dallas, Texas 75234	Realty Development	4/23/82	S 500 . 00
Receipt For: XIXPrimary D General	Occupation President	1	
D Other (specify):	Approprie Year-to-Date-8 500.0	00	1
F. Full Name, Malling Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
Mike McKool, Jr. 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson & Barbee	day, year) 4/23/82	S400.00
Rece pt For: XX Primary D General D Other (specify):	Partner Approprie Year to Date - \$ 400.0		_
G. Full Name, Malting Address and ZIP Code	Name of Employer	Dete Imonth.	Amount of Each
Robert Brock 3149 Southwest 15th	Brock Hotel Corp.	day, year) 4/23/82	Receipt This Period \$500.00
-Topeka, Kansas 66604 -Receipt For: XX Primary D General -D Other (specify):	Chmn. of the Board Approprie Year-to-Date-8 500.		

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information copied from these Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (in full):	Elettery for Corgr ID:C00148692//0982	
ILL NAME, MAILING ADDRESS & SIP CODE Robert Brock		MIDDIYY RECEIPT
2209 SM 29th Street Topeka, Ks 66611 RECEIPT FOR Other—Interim Period	Brock Hote! Inc	\$1,000.00
VILL NAME, MAILING ADDRESS & SIP CODE Kathy Keller 3911 Morvick Town Road	NAME OF BIOLOYER:	DATE IMPOURT (MIDDIYY RECEIPT
Topeka, RS 66610 RECEIPT FOR Other—Interim Period	OCCUPATION: Bosessker AGGREGATE YID	12/23/81 \$1,000.00 \$1,000.00
THE THRE, MAILING ADDRESS & SIP CODE Thomas Schwarts 220 Columbian Title Bldg.	Self-employed	DATE AMOUNT (
Topeka, ES 66612 RECLIFT FOR Other—Interim Period	OCCUPATION: Distributor AGGREGATE YID	\$500.00 \$500.00
PULL NAME, MAILING ADDRESS & SIP CODE Wanda Smith	NAME OF EMPLOYER:	DATE AMOUNT MIDD:YY RECEIPT
642 Starlight Salina, RS 67401 RECEIPT FOP Other—Interim Period	OCCUPATION: Bossaker AGGREGATE YID	12/30/80 \$500.0 \$500.0
FULL NAME, MAILING ADDRESS & 11P CODE William Smith 642 Starlight	NAME OF ENGLOYER: Salina Schools	DATE MOURT MIDDIYY RECEIPT
Salina, KS 67401 RECEIPT FOR Other—Interim Period	OCCUPATION: Teacher AGGREGATE YID	12/30/81 \$500.0 \$500.0

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Information copied from these Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political counities to solicit contributions from such counities.

NWE OF CONSTITUE (in full):	Elathery for Congr ID: C001486 92 - 09	ess Comitt 8230	20
MALY Prances Anderson 201 Mr 35th Terr.	DIANE OF ENGLOSERS	MITTO IXX	
Topeka, Es 66611 MECRIPT FOR Primary Election	OCCUPATION: BOLITICAL: AGGREGATE TED	07/26/62	\$500.00 \$500.00
FULL MANY, MAILING ACCRESS & SIP CODE Phillip Baker 3133 W. 15th	DAME OF ENGLOSER:	DATE	
Topeka, Re 66604 RECEIPT FOR General Election	OCCUPATION: Physician AGGREGATE YED	06/27/62	00.002
FOLL NOVE, MAILING ADDRESS & SIP CODE John Bottenberg 413 My ming	DIME OF BIFLOMER:	DATE MIDDIYY	
Holton, No. 66436 MECEIPT FOR General Election	OCCUPATION: Self-exployed AGG-SGAIE TED	09/20/82 	\$100.00 1,100.00
FULL NAME, MAILING ADDRESS & SIP CODE Carol Brock 4260 Bordseux	HAME OF ENGLOSER:	DATE MIDD:YY	
Dallas, Tr. 75205 RECEIFT FOR Primary Election	OCCUPATION:	İ	2,000,00
PULL NAME, MAILING MODRESS & SIP CODE	BINE OF BIFLOTER:	DATE	
Robert Brock 4260 Bordsaux Dellas, TX 75205	Brock Botel Corp.	06/27/82	1,000.00
RECEIPT FOR General Election	President	İ	1,000.00

| SUBTOTAL of Receipts This Page (optional)

\$3,100.001

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ITEMIZED RECEN

Attachment 13e

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. Auf None, Maling Address and EP Code	Nome of Employer	Date branth.	Amount of Each
JULIAN J. ROLHBAUM 2505 East 38th Street Tulsa, Oklahoma	Francis Oil & Gas, Inc.	6/22/81	Person the Person
President Per: # Primary D General D Other Specify):	Ob. unetten BUS 1 PPR 9 PBR 1 Approprie Veur 40 Date 8 200		
. Full Name, Making Address and ZIP Code	Name of Employer	Date (month.	Amount of Earn
JOSEPH S. KANTOR 2001 Philtower Bldg. Tulsa, Oklahoma 74103	Kantor Oil Com with	day, year)	Receipt This Period
Receipt For: Primary D General D Other (specify):	BUSINESSIMATI Aggregate Vest to Date: 8 1(1)	1	100
Full Name, Mailing Address and ZIP Code	Nome of Employer	Den Imania,	Amount of Each
R. D. AND JOAN D. HUBBARD 132 Crown Colony	AFG Industries, Inc.	day year!	Receipt This Person
Kingsport, Tennessee 37660 Receipt Fer: Primary D General D Other ispecify):	Businessnan Approprie Year-to-Date-8 (15,0)	6,21 11	250
D. Full Home, Mailing Address and ZIP Code	Name of Employer	Dete Import	Amount of Each
ROBERT W. BUSHA 6811 Kenilworth Avenue Riverdale, Maryland 20840	Self	dry, year)	Receipt This Parise
Receipt For: D Primary D General D Other (specify)	Agrees W Year-to-Date = \$ 1.25	6/23/81	125
. Fall Name, Mailing Address and ZP, Code	Neme at Employer	Date Imparts	Amount of East
ROBERT L. BROUK 3149 S.W. 15th Street Topeka, Kansas 66604	Self	6/23/81	Record The Parket
Receipt For: Primary D General	Occupation Attorney		
D Other (specify)	Appropere Year-to-Date-8 1,000		^
CARLE M. AND JOLLENE HIRT 1019 North 2nd Arkansas City, Kansas 67005	Riverside Farms	Date (month, day, year)	Amount of Each Rece-ox This Penox
Petrici For: Primary D General	Occupation Owners		100
© Other Especify)	Any opere Year-to-Date - \$ 100		
3. Full Home, Malling Address and ZIP Code	Name of Employer	Date Imports	Amount of Each
JOHN A. O'LEARY, JR. Box 303	People's State Bank	6/23/81	Recept The Period
Luray, Kansas 67649	Occupation	7 23/81	100
Receipt Far: Frimery D General D Other (specify):	Banker Approprie Year to Dete - \$ 100		
BUSTOTAL of Receipts This Page (optional)			1,875

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tech. Sieberd L.		Brester					
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uma, Bey C.	n.	Clert					16; .0
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Sper Seribore	SS 20070		20515				
raper, Balter S.							
ка ре / ва ит з. С	b r .				150 00	U-X-12	154 .
641 fermil frame		Pace President					
~		Oscar Rayer & Company					
Madisan	EI 53764	Post Office Box 7188 Bedison #	53707				

Pack, Robert L.	Mr.						2.440.
~					2,444.00	03-01-62	
∽ ne s.a. 15th Str	eet	President	_				
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Butcher . Jacob F .	Rr.	: :			. .		5.400.
Route 4. Falley B	ripo	Chairman of the Board			3,490.0	03-54-62	
HARTE AN ACTIES D		United American Bank					
		Post Office Box 200			•		
Cishton	TB 37716	Knoxvalle T	37901				

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AGGREGATE ATD	MANE OF EMPLOYER OCCUPATION - PATE SOURCE AMOUNT	
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	Griffith & Meand Produce	
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	Attorney	
	08/06/81 P \$ 1000.00)
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	. Housewife	
	12/11/81 P \$ 1000.00	9
\$ 1000. 0 0		
• •	Brock Hotel Corp.	
-1. ·		_
	09/Q8/81 P . \$ 500.00	0
		OCCUPATION DATE SOURCE AMOUNT Back Stanck Distributing Co. Self Employed 12/88/84 2 500.00 Griffith Bread Produce Self Employed 10/01/81 P 500.00 2-1f Employed Attorney 08/06/81 P 1000.00 Fordyte Chairman of the Board 12/11/81 P 1000.00 Bousewife 12/11/81 P 1000.00 Breck Hotel Corp. President

TOTAL THIS PERIOD (LAST PAGE OF THIS PART ONLY)

Ary information copied from such reports or statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

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SLIBTOTAL of Receipts This Page (optional)

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ITEMIZED RECEIPTS

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-Any information copied from such Reports or Businesss may not be sold or used by any person for the purpose of soliciting contributions or for mercal durposes, other than using the name and address of any political committee to solicit contributions from such committee INI/PAC C-000 84822 6/30/82 A full three theirs Address and IP Code
Richard E. Wilbourn II HOLIDAY IN Dow Imment. Amount of to der. 700 1 Remail the Parket P. O. Box 1389 Meridian, MS Meridian, MS 39371 200.00 4/ 5/82 -Management - III Receipt for D Primary D General Approprie Year to Dans - 8 D Other Moscify! S. Full Name, Making Address and 29 Code Sam S. Schahet HOLIDAY LIEN Date Imports. Amount o' Lar Receipt The Parice. CT. YOU! 3737 N. Meridian St. Indian. olia, IN 4/16/82 200.00 Indianapolis, IN 46208 Occupation Recept for D framery Management - HI 2 Approprie Year 40-Date-\$ C Other (specify) C Full Harms, Making Address and ZP Code Name of Employer Daw Lmonth, Amount of Each Receipt The Period dr. BOLIDAY INN Ran Hankamer .. 6150 Richmond Bouston, TX Houston, Tx. 77057. 1,200.00 4/29/82 Oct vibration D Primary Management - BI Rece.pt f pt C Garara D One (specify) Aggregate Year to-Date - \$ D. Full Name, Mailing Address and ZP Cods Name of Employer Amount of Early Det Impat Receipt The Period der . yes ! D. J. Jones BOLIDAY INN Rt #3, Box 680 Center, TX Center, TX 75935 4/29/82 300.00 Occupation Management - HI D Primery Receipt for X General Approprie Year to-Date - \$ C Other (specify) Full Name, Mailing Address and ZIP Code Name of Employer Date Impnth. Amount of Each Robert L. Brock BOLIDAY DIN Receipt This Period der . vee ! 3149 SW 15th St. Topeka, KS Topeka, KS 66604 4/29/B2 1.000.00 Occupation D Primary Management - HI Rece pt For E General MT COther (specify) Agg-19/10 Year 40-Date - \$ Full Name, Moving Address and ZP Code Amount of Earl Name of Employer Dete Impnth. Receipt This Period Don Irvin HOLIDAY INN day, year ! 22900 Michigan Avenue Dearhorn, MI 200.00 5/17/82 Dearborn, MI 48124 Occupation Management - HI D Primary Coneral Receipt For C Other (specify) Aggregate Year-to Date -\$ Amount of Fach G. Full Name, Mailing Address and ZIP Code Name of Employer Dere (month, 1 Receipt The Prints dov- year) HOLIDAY INN -Sam Friedman 5. O. Box 795 3/27/82 1,950.00 -Natchitoches, LA 71457 Natchitoches, IA. Occupation Management - HI FREDI FO C Primery D'Coniera Conner (specify) Aggregate Year to-Date-\$

POCESS DATE 07/30/03 PEC NEC	EIPT REPORT BENOCHATIC CONGRESSI	MIN COPPIEN CO		ii Line 116
DAME CARDIESS	MAPE CP EMPLOYER OCCUPATION	OCCUPIE THIS PER PO DATE AN		
PR. STEVP ALLEN 19201 BURGINE DL W. VAN NUTS CO 91411	MADCULANE INC. CELERGITY	04/14/02 500	100,00	
ME LARRY ACSTING A EILERN AUSTING TA EILERN IN IAR BANK NO DER MILLS NY 11740	PUSTIN TRAVEL PPESIDERT	00/04/02 256	210.00	
PHELADOLPHIA	PEPPER, MAPILYON & SPEPTE LABYER	0W5W85 500	900,00	
The All the P. States	SEALED AIR CORP. REBICHAL SALES PM.	0W0W02 194	710.00	
Aidt, prant & certical Carteen on V. beinde P.O. con con posseriose	THE PRODUCTS, INC.	00/04/02 290	.00 810.00	
CONTRACT IN STREET	ROYCE ATROSPACE PRESIDENT		70.00	
TOPICE PER STATES	President Brock Hotels, Inc.	04/29/02 500	.00 100.00	
PART CHANGE BY SHEET STORE STORE TO THE PROPERTY OF THE PROPER	SELF EMPLOYPS	0W2W02 1,000	.00 1.000.70	
AND REPORTED OF COURSE OF SOURCE OF	MILLIANS & JANSON	onons; 100 onstrus 100		
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Full Name, Malling Address and 219 Code	Marie of Employee		
Herbert & Susan Radiser		ibse Imensh.	Amount 6' 10.1
8726 Overbrook Tane		doy, 100-1	flore or the Pera
Wichita, KS 67296			
Withitia, Ko to	Ozzupetion	. 1 . 0 . 8	
localpt For D. P. mary D. General	Illus y values		
.D Other lapecity)	Aggregate Year du Date \$		
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Jir Robinson	Chief Drillin	der voo-1	Receipt This Per
10 . s. Main	Co., Inc.		
wi. Lita, KS 67202		1 20 83	
	Occupation		
leceipt For C Primery !! Genera	Own		
D Other (specify)	Approprie Yee	1	
Full Name, Malling Address and 21P Code	Name of Employer	De te fmonth.	Amount of fac
Kenn th & Boots Haitstein	Wichita Iron A	dev vee-1	Receit This Peri
505 N. Rock Road #1113	Metal. In.		
Wichita, KS 6720c		1 20 50	40.00
	Occupation		• •
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C Other (specify)	Aggregate Year-to-Dare - 8 (1 ()		
Full-Name, Malling Address and 21P Code	Name of Employer	Des Imonu.	Amount of Esc
Robert L. Brock	2 2	day, year)	Receip: This Peri
3149 SW 15th St.	Self		
Topeka, KS 66604	Occupation	4-20-82	500.00
Receipt for Difference C General		1. 02,024	
Other (specify)	Attorney Aggregate Year-to-Deta-8 500.0	-	
Full Name, Mailing Address and ZIP Cade	Name of Employer	Date (month.	Amount of Ex
•		dev. year)	Receipt Tim Pari
John & Ann Simpson		-V. V-	7,000,00
3/13 Swance Road	Self	8	
lastway, KS 66205	Occupation	4 - 2 (1 - 82	27.01.600
Receipt For D Primary 5 General	Attorney		
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F. Full Name, Mailing Address and ZIP Code	Nome of Employer	Dass (month,	Amount of Eac
Part Pornice Co. ball	Day Caskall S	day, year)	Receipt This Per
Ray & Bernice Stukoll 544 Broadmoor Ct.	Ray Stekoll & Assoc.		
Wichita, KS 67206	ASSOC.	4-20-82	250.60
Wichita, KS 07200	Occupation	7 4.50.6-	
Receipt For D Primery D General	Oil Producer		
12 Sther (specify):	Aggregate Year-to-Date-8 250.0	0	
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Andrew E. Gore	Theodore Gore-	day, year)	Receipt This Per
8540 Brookhollow	Empire Drilling Co	,]	
CO. C. C. CONNUIS CO		4-20-82	200.00
Wiichita, KS 67206	Cocupetion	_	
Wichita, KS 67206		•	
Wichita, KS 67206 Receipt For D Primary D General D Other (specify)	Oil Producer Aggregate Year-40-Coto-\$ 200.0		

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5175 Athens Mainut Mai					
Lexington sy	6 15			•••••••	••••••
Dudi eg. George		Attorney	254.00	41-41-82	25 .::
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	110 of 11 46 by 516fg 100cm	BPCCA HOTEL COBF.	03/33/03 3'6(6.60	9, (((, 69	7,508.33
J	Thefilible darfferns	INFERRICA RELUESTIE	20/11/50	125.00	23.00
	MA: DAVIU 4. BYICE: 634. 605 7. 51. 19914 644 10046	Selp Employed	20/20/00	910.00	900.00
	MR. JAMES BLONE 142 F. POLCHIC A.E. MEDGOND	CUNED PICE CATEFFEISES	05/11/05	296.00	250.00
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DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE, INC.

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RE POST

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Abbe P. Schwarts. 3306 R Street, NW Washington, DC 20007	Mr.	Attorney		\$ 200.00	10/1/82	\$ 200.00
Floyd Abrams 1136 Fifth Ave. New York, NY 10028	ا ز	Attorney		\$ 500.00	10,5/82	\$ 500.00
Howard E. Wahrenbrock 1141 Waverley Way McLean, VA 22101	Æ.	Attorney		\$ 500.00	10/13/82	\$ 500.00
Robert L. Brock 4441 W. Airport Freeway Irving, TX 75602	<u>류</u>	Brock Hotel Corporation		\$5,000.00	10/13/82	\$5,000.00
Peter Jay Solomon 79 East 79th St. New York, NY 10021	<u>#</u>	Managing Director Lehman Brothers, Kuhn Loeb, Inc.		\$ 500.00	10/13/62	\$ 500.00
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Carol J. Williams 1325 Pegram Street Alexandria, VA 22304	Mrs.	Housewi fe		\$ 100.00	10/1/82	\$ 700.00
Madeleine H. Russell 3778-Washington St. San Francisco, CA 94118	E.S.	Phi lanthropi st		\$ 200.00	10/6/82	\$ 200.00
Rowell, Coldstein, Frazer & M 1110 Vermont Ave., NW Suite 1050 Washington, DC 20005	6 Murphy	Partnership		s 500.00	10/5/82	\$ 500.00
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Attachment 13n

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Annual Contract

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SCHEDULE A

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ITEMIZED RECEIPTS

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ITEMIZED RECEI

Attachment 13r

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SCHEDULE A

ITEMIZED RECEIPTS

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Annual Park

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Any information copied from such Resource or Bassmanis may not be sold or used by any portain for the purpose of soliciting approximations or for ential purposes, other than using the name and address of any political committee to solicin contributions from such committees. Name of Commission for Publi DC Services Corporation/Democratic National Committee A. Pull Storm, Markey Address and EP Cods Com Imports. Amount of Both Rosses the Period 407. YES Mr. Robert L. Brock Brock Hotel Corp. 3149 S.W. 15th Street 5/24/82 500.00 Topaka, Kansas 66604 President many Part: O STATES O Garana O Ome: beetly): AT Aggregate Year-to-Doon-8 750 Mr. Philip M. Klutznick Name of Employer Does (menth, Amount of Each Klutznick Invest-Resease This Pened day, you 875 N. Michigan Avenue ments Suite 4044 5/26/82 2,500.00 Chicago, IL 60611 Carvagues Recent For: O Printery C General Invest .r G Over (menty): Appresent Year-to-Date-8 2500.00 Mr. Edwin Lynch Name of Employer Cate Imenth. Amount of Each 2 Receipt This Period ~5060 Burke Centre Parkway day, year) N/A Burke, VA 22015 5/28/82 2,500.00 Occupation Retired O Primery Remot For: O General J. . . Other (specify): Aggregate Year-to-Date-8 4520.00 O. Full Name Mallice Address and ZP Code
Mr. Charles H. Kirbo Name of Employer Amount of Each Date (month.) V2500 Trust Co. of Georgia Bldg. day, year) Recent This Ferred N/A Atlanta, GA 30303 5/28/82 1,000.00 Occuperion Attorney/ Self-emp. O Primery Receipt For: O General Approprie Year-to-Dete-\$ 1,000.00 PS Other (specify): E. Full Name, Marling Address and ZIP Code Name of Employer Amount of Each Date (month.) Receipt This Period day, you'l .... Occupation 4. . Receipt For: C Primary O General C Other (specify): Aggregate Year-to-Detr-3 F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each dey, year) Receipt This Ferred Occupation Receipt For: C Primary O General □ Other (specify): Aggregate Year-to-Date-\$ G. Full Nime, Mailing Address and ZIP Code Name of Employer Amount of Each Date (menth. Receipt This Period dex. year) Occupation Receipt For: C Primery General C Other (specify): Aggregate Year-to-Date-\$ 6,500.00 6,570,00



### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

Robert L. Brock 4441 W. Airport Freeway Irving, Texas 70562

> Re: MUR Robert L. Brock

Dear Mr. Brock:

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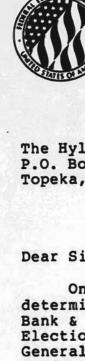
On , 1984, the Federal Election Commission determined that there is reason to believe you violated 2 U.S.C. § 441a a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Robert L. Brock Page 2 stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. Sincerely,  $\mathcal{C}$ Enclosures General Counsel's Factual and Legal Analysis Procedures Designation of Counsel Statement 10 C



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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

The Hyland Park Bank & Trust Co. P.O. Box 5228
Topeka, Kansas 66605

Re: MUR
The Hyland Park Bank & Trust

Dear Sir or Madam:

On , 1984, the Federal Election Commission determined that there is reason to believe that the Hyland Park Bank & Trust violated 2 U.S.C. § 44lb a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to The Hyland Park Bank & Trust Co. Page 2 stating the name, address and telephone number of such counsel. and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. Sincerely, Enclosures General Counsel's Factual and Legal Analysis Procedures Designation of Counsel Statement Orders and Interrogatories CO



### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

The Kansas Democratic State Committee Larry Gates, as treasurer P.O. Box 1914 Topeka, Kansas 66601

Re: MUR
The Kansas Democratic State
Committee and Larry Gates,
as treasurer,

Dear Mr. Gates:

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On , 1984, the Federal Election Commission determined that there is reason to believe The Kansas Democratic State Committee and you, as treasurer, violated 2 U.S.C. \$\$ 441a(f) and 441b; and 11 C.F.R. \$\$ 104.3 and 104.11, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act") and the Commission's Regulations. The General Counsel's factual and legal analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you and the committee. You may submit any factual or legal materials which you believe are relevant to the Commission's consideration of this matter. Please submit any such materials, along with your answers to the enclosed questions, within ten days of your receipt of this letter.

In the absence of any additional information which demonstrates that no further action should be taken against your committee and you, as treasurer, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation. Of course, this does not preclude the settlement of this matter through conciliation prior to a finding of probable cause to believe if so desired. See 11 C.F.R. § 111.18(d).

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form

Letter to Larry Gates Page 2 stating the name, address and telephone number of such counsel. and a statement authorizing such counsel to receive any notifications and other communications from the Commission. The investigation now being conducted will be confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public. For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Patty Reilly, the staff member assigned to this matter, at (202) 523-4143. Sincerely, 0 0 10 Enclosures General Counsel's Factual and Legal Analysis Procedures Designation of Counsel Statement Order and Interrogatories 10 60

# FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR
STAFF MEMBER & TEL. NO.
Patty Reilly
(202) 523-4143

### RESPONDENT Robert L. Brock

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### SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

§ 44la(a)(3) and 2 U.S.C. § 44la(a)(1)(C).

### FACTUAL AND LEGAL ANALYSIS

Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. § 431(8)(B). The unpaid balance of a guaranteed loan is considered a loan made by each endorser. 2 U.S.C. § 431(8)(B) (vii). Accordingly, Mr. Brock's guarantees are contributions.

The Act establishes limitations on individual contributions. No person is permitted to make contributions exceeding \$5,000 per year to an unauthorized political committee. 2 U.S.C. § 441a(a) (1)(c). Individuals are not permitted to make contributions aggregating more than \$25,000 per calendar year. 2 U.S.C. § 441a(a) (3).

Mr. Brock's guaranteed loans consitute contributions by him to the Committee. His guarantee of \$30,000 exceeds both his contribution limit to an unauthorized political committee and his \$25,000 yearly contribution limitation. Accordingly, there is reason to believe he is in violation of 2 U.S.C. §§ 44la(a)(3) and 44la(a)(1)(C). 47 1 0 0 10 0 -0 10 07

FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS MUR STAFF MEMBER & TEL. NO. Patty Reilly (202)523-4143RESPONDENT The Hyland Park Bank & Trust SUMMARY OF ALLEGATIONS This matter arises from the Kansas Democratic State Committee's ("the Committee") receipt of \$45,000 in guaranteed loans in October 1982 from the Hyland Park Bank and Trust ("the Bank"). The limited repayments on these loans indicates these 17 loans may not have been made in the ordinary course of business. 630 Thus the Bank may have violated 2 U.S.C. § 441b. FACTUAL AND LEGAL ANALYSIS 0 0 A contribution does not include any loan of money made by a 10 bank provided it is made in accordance with applicable law and in 0 the ordinary course of business. 2 U.S.C. § 431(8)(B)(vii). The 3 Act requires that such loans shall be made on a basis that assures repayment, be evidenced by a written instrument, and the 10 subject to a due date or amortization schedule. 2 U.S.C. 00 § 431(8)(B)(vii)(II). Bank loans not meeting these qualifications are contributions within the meaning of the Act, and are prohibited by 2 U.S.C. § 441b. The Committee's reports indicate the reported loans may not have been made in the ordinary course of business. The last disclosed due dates for these were in August and October of 1983, yet the Committee indicates these loans have not yet been AMACHMENT # 6

repaid. */ Additionally, the bank loans are without the due dates as required by 2 U.S.C. \$ 431(8)(B)(vii)(II). Also, the Committee has reported paying only, \$2,500 towards the principal due on these loans, and only \$4,314.80 in interest. Finally, the failure to disclose due dates on the loans, and the Committee's failure to repay the loans more than a year after the last reported due dates, are indications that these loans were not made in the ordinary course of business. Accordingly, there is reason to believe the Hyland Park Bank and Trust is in violation of 2 U.S.C. \$ 441b.

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^{*/} New rates of interest reported in the 1983 Year End Report may indicate the loans have been renegogiated a second time.

# FEDERAL ELECTION COMMISSION GENERAL COUNSEL'S FACTUAL AND LEGAL ANALYSIS

MUR STAFF MEMBER & TEL. NO. Patty Reilly (202) 523-4143

# RESPONDENT The Kansas Democratic State Committee and Larry Gates, as treasurer

#### SUMMARY OF ALLEGATIONS

This matter arises from the Kansas Democratic State

Committee's ("the Committee") receipt of \$45,000 in guaranteed

loans in October 1982 from the Hyland Park Bank and Trust ("the

Bank"). Robert L. Brock guaranteed \$30,000 of these loans, thus

apparently exceeding the contribution limitations of 2 U.S.C.

\$ 44la(a)(3) and 2 U.S.C. \$ 44la(a)(1)(C). The Committee's

receipt of these loans may have resulted in violations of

2 U.S.C. \$ 44la(f). By not properly reporting disbursements made

on this loans, nor continuously reporting required information,

the Committee and Larry Gates, as treasurer, may have violated

11 C.F.R. \$\$ 104.3(b)(3)(iii) and 104.11(a). The limited

repayments on these loans indicates these loans may not have been

made in the ordinary course of business. Thus, the Committee and

Larry Gates, as treasurer, may have violated 2 U.S.C. \$ 44lb.

### FACTUAL AND LEGAL ANALYSIS

#### 1. Excessive Contributions

Mr. Brock guaranteed loans to the Committee totaling \$30,000. Loans are within the definition of "contribution".

2 U.S.C. § 431(8)(B). The unpaid balance of a guaranteed loan is

- 2 -

considered a loan made by each endorser. 2 U.S.C. § 431(8)(B)

(vii). Accordingly, these loans are contributions. The Act
establishes limitations on individual contributions. No person
is permitted to make contributions exceeding \$5,000 per year to an
unauthorized political committee. 2 U.S.C. § 441a(a)(1)(C).
Individuals are not permitted to make contributions aggregating
more than \$25,000 per calendar year. 2 U.S.C. § 441a(a)(3).
Political committees are prohibited from knowingly accepting any
contribution exceeding the Act's limitations. 2 U.S.C. § 441a(f).

The Committee has accepted \$30,000 in loans guaranteed by one individual. This individual has apparently exceeded the contribution limitations of 2 U.S.C. \$\$ 441a(a)(3) and 441a(a)(1)(C). Accordingly, there is reason to believe the Committee and Larry Gates, as treasurer, have knowingly accepted contributions exceeding the Act's limitations. 1/

### Reporting violations

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The Committee's disclosure reports have not reported all of the required information surrounding these loans and another \$15,000 guaranteed loan obtained on October 20, 1984. 11 C.F.R. § 104.11(a) requires continous reporting of a loan by a committee, including the date and circumstances under which the

The Committee's explanation that these loans "were not used for activities to be reported" is not satisfactory. The Committee has not explained why it is no longer seeking guarantors for these loans, nor has the Committee explained why these loans were initially reported. Further, the Committee has made no showing that these loans were used for non-reportable activities.

- 3 debt or obligation was incurred. Additionally, loan repayments shall be itemized to include the date and amount of the repayment. 11 C.F.R. § 104.3(b) (iii). In its 1982 Year End Report, 1983 Year End Report, 1984 April Quarterly Report and 1984 July Quarterly Report the Committee failed to disclose due date for all of these loans. The 1984 April Quarterly Report failed to itemize loan repayments as disbursements on Schedule B. The Committee did not report any of these loans on its 1984 October Quarterly Report, but has never indicated that these loans were extinguished. Additionally, the Committee's 1984 October Quarterly Report indicates payments on interest on loans, but fails to report the 0 existence of such loans. Accordingly, there is reason to believe the Committee, and Larry Gates, as treasurer have not met the 10 reporting requirements of 11 C.F.R. §§ 104.11(a) and 0 * L. 104.3(b)(iii). ( 3. Loans Not Made In the Ordinary Course of Business 10 Bank loans are exempted from the Act's definition of 00 contribution if they are made in the ordinary course of business. 2 U.S.C. § 431(8)(3)(vii). Loans made in the ordinary course of business must be made on a basis assuring repayment, be subject to a due date or amortization schedule. 2 U.S.C. § 431(8)(B)(vii)(II). A bank loan which does not meet these requirements is regarded as a contribution. The Act prohibits contributions by banks. 2 U.S.C. § 441b.

The Committee's reports indicate the reported loans may not have been made in the ordinary course of business. The last disclosed due dates for these were in August and October of 1983, yet the Committee indicates these loans have not yet been repaid. 2/ Additionally, the bank loans are without the due dates as required by 2 U.S.C. § 431(8)(B)(vii)(II). Also, the Committee has reported paying only, \$2,500 towards the principal due on these loans, and only \$4,314.80 in interest. Finally, the failure to disclose due dates on the loans, and the Committee's failure to repay the loans more than a year after the last reported due dates, are indications that these loans were not made in the ordinary course of business. Therefore, there is reason to believe the Committee and Larry Gates, as treasurer, are in violation of 2 U.S.C. § 441b.

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^{2/} New rates of interest reported in the 1983 Year End Report may indicate the loans have been renegogiated a second time.

### CERTIFICATION OF COMPLIANCE WITH THE RIGHT TO FINANCIAL PRIVACY ACT

TO:

Hyland Park Bank and Trust Company

P.O. Box 5228

Topeka, Kansas 66605

FROM:

Federal Election Commission

1325 K Street, N.W.

Washington, D.C. 20463

RE:

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I hereby certify, pursuant to Section 1103(b) of the Right to Financial Privacy Act of 1978, 12 U.S.C. § 3403(b), that the provisions of the Act have been complied with as to the enclosed Written Questions Under Order, answers to which are being ordered pursuant to 12 U.S.C. § 3413(a) and (g). I further certify that good faith reliance upon this certification relieves your institution and its employees and agents of any possible liability to the customer in connection with the disclosure of this information.

Charles N. Steele General Counsel

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Date

Kenneth A. Gross Associate General Counsel

ATTACHMENT TO ORDER TO ANSWER QUESTIONS TO FINANCIAL INSTITUTION In accordance with the attached Order of the Federal Election Commission issued under the authority of 2 U.S.C. § 437d(a)(1) as part of a lawful investigation being conducted under the authority of 2 U.S.C. § 437g(a)(2), please submit written answers to the questions below and have an affidavit signed by the appropriate bank official and notarized. C You are required to submit your answers within ten days of 17 your receipt of these questions. You are hereby advised of the provisions of 2 U.S.C. 0 § 437g(a)(12) which prohibits anyone from making public any . 10 Commission investigation and provides for a fine up to \$5,000 for 0 a violation of that provision. 1. Please set forth your answers in the spaces provided below 0 each question and return this original with an original affidavit 10 attesting to the truth of the answers; the affidavit must be 00 sworn and notarized. Considering the possible application of the Right to Financial Privacy Act of 1978, please do not attach any bank records to your answers or provide any information not requested by the questions. ATTACHMENT # 9

Page 2 Interrogatories for The Hyland Park Bank and Trust Co. If the answer to interrogatory #4 is yes, state the 5. circumstances under which these loans were renegogiated including any formal or informal arrangements or understandings between the bank and the guarantors. If the answer to interrogatory #3 is yes, state whether these loans have been partially or fully repaid. If so, state the dates and amounts of repayments. 10 1 0 .0 12 0 3 C 10 00

BEFORE THE FEDERAL ELECTION COMMISSION In the Matter of MUR The Kansas Democratic State Committee ORDER TO SUBMIT WRITTEN ANSWERS Pursuant to 2 U.S.C. § 437d(a)(1) and (3) and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order. Such answers must be submitted under oath and must be forwarded to the Commission within ten days of your receipt of this Order. 10 WHEREFORE, the Chairman of the Federal Election Commission has hereunto set her hand on . 1984. 0 . 100 0 W. Lee Ann Elliott Chairman 0 10 ATTEST: 00 Marjorie W. Emmons Secretary to the Commission Attachment Questions AMACHMENT #11

### INTERROGATORIES

RE: MUR

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To: The Kansas Democratic State Committee and Larry Gates, as treasurer P.O. Box 1914
Topeka, Kansas 66601

- 1. State the full name and address of the Committee.
- 2. State the full name and address of the person responding to these interrogatories.
- 3. During 1982, did the Committee receive bank loans from the Hyland Park Bank and Trust which were guaranteed by individuals?

  If so, for each such loan state:
  - i) the names of the guarantors and the amounts guaranteed
  - ii) the dates the loans were made
  - iii) the dates these loans were due
    - iv) the schedule of repayment
    - v) the rate of interest due on these loans.
- 4. If the answer to interrogatory #3 is yes, state whether these loans were at any time renegotiated.

If so, state:

- i) the dates of all renegotiations
- ii) the terms of all renegotiations, including the dates these loans were due, the schedule of repayment, the rate of interest due on these loans and the names and addresses of all additional guarantors.

Page 2 Interrogatories for Kansas Democratic State Committee If the answer to interrogatory #3 is yes, state whether 5. these loans have been partially or fully repaid. If so, state the dates and amounts of all repayments. If the answer to interrogatory #3 is yes, state the purposes 6. for which the Committee used the loaned funds. LO 0 .0 17 0 13. 0 1.0 CO



September 28, 1984

#### **MEMORANDUM**

TO:

CHARLES N. STEELE

GENERAL COUNSEL

THROUGH:

JOHN C. SURINA

STAFF DIRECTOR

FROM:

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JOHN D. GIBSON

ASSISTANT STAFF DIRECTOR REPORTS ANALYSIS DIVISION

SUBJECT:

ADDITIONAL INFORMATION CONCERNING THE REFERRAL OF THE

KANSAS DEMOCRATIC STATE COMMITTEE (84L-21)

The Reports Analysis Division referred the above-referenced committee to your office on August 9, 1984. By memorandum dated August 31, 1984 (Attachment 1), the referral was returned with instructions that it be held until the period for responding to certain outstanding Requests for Additional Information ("RFAI's") expired.

Since the committee failed to respond to the August 7th RFAI's, a Second Notice was sent on August 30, 1984 (Attachment 2). On September 27, 1984, the attached response was received (Attachment 3).

If you have any questions, please contact Mike Tangney or Michael Filler.

Attachments



# FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

9 August 1984

MEMORANDUM

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TO:

CHARLES N. STEELE GENERAL COUNSEL

THROUGH:

JOHN C. SURINA /5/

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FROM:

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JOHN D. GIBSON

ASSISTANT STAFF DIRECTOR REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE KANSAS DEMOCRATIC STATE COMMITTEE

This is a referral of the Kansas Democratic State Committee ("KDSC") for receiving excessive contributions from an individual in the form of bank loan endorsements. Although the apparent violation occurred in October of 1982, KDSC did not file a report for that period until June of 1984. The excessive loan endorsements totalling \$25,000 were initially detected on KDSC's 1983 April and July Quarterly Reports

, __ appears that the individual who endorsed the bank loans may have exceeded the annual limitations of 2 U.S.C. §44la(a)(3). This individual was previously involved in MUR 1093 for excessive contributions in 1978 (see RAD Referrals 9L-166 and 9L-167). Therefore, we have incorporated information on the apparent violation pursuant to Standard 23 - Other Violations of the Federal Election Campaign Act.

If you have any questions on this matter, please contact Mike Tangney or Michael Filler at 523-4048.

Attachments

REPORTS ANALYSIS REFERRAL

TO

OFFICE OF GENERAL COUNSEL

DATE: 9 August 1984

ANALYST: Mike Tangney

I. COMMITTEE:

Kansas Democratic State Committee (C00019380) Larry Gates, Treasurer P.O. Box 1914 Topeka, KS 666C1

II. RELEVANT STATUTE: 2 U.S.C. 441a

III. BACKGROUND:

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Receipt of Excessive Contributions from an Individual

During October of 1982, the Kansas Democratic State Committee ("KDSC") obtained three (3) bank loans totalling \$45,000. One individual appears to have served as sole endorser or guarantor for two (2) loans totalling \$30,000. As discussed below, KDSC failed to file a report for the last quarter of 1982 in a timely manner. Because of this, notices on the apparent violation were generated on reports filed for the current election cycle.

The KDSC filed its 1982 Year End Report on June 13, 1984 (Attachment 2a). The report disclosed activity from October 1, 1982 through December 31, 1982. Of the \$48,500 received by KDSC during this period, \$45,000 was in the form of bank loans (Attachment 2b, 2e, and 2f). These receipts, plus \$1,124.06 in funds at the beginning of the period, were used to make a \$25,000 transfer-out to the Democratic National Committee, a \$5,000 contribution to Slattery for Congress, and \$19,259.85 in coordinated expenditures on behalf of Jim Slattery (Attachments 2b, 2c, 2d, and 2g-i).1/

Prior to filing its 1982 Year End Report, KDSC submitted two (2) quarterly reports on July 15, -1983: an April Quarterly Report covering January 1, 1983 through March 31, 1983, and a July Quarterly Report covering April 1, 1983 through June 30, 1983 (Attachments 3a and 4a).

^{1/} Jim Slattery won the election for the seat vacated by Congressman Jeffries with 57% of the vote.

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Schedule C of these reports disclosed loan endorsements by Robert L. Brock totalling \$30,000 during 1982 (see Attachments 3d, 3e, 4e, 4f, and charts on loan activity). This resulted in the receipt of apparent excessive contributions totalling \$25,000.2/

On May 2, 1984, a Request for Additional Information ("RFAI") was sent to KDSC regarding the apparent violation on the 1983 July Quarterly Report (Attachment 8). When a response to the RFAI was not received, a Second Notice was sent on May 24, 1984 (Attachment 9).

The Reports Analysis Division ("RAD") analyst contacted Mr. Bill Beachy, KDSC's Executive Director, on July 9, 1984 concerning the KDSC's failure to respond (Attachment 10). Beachy stated that it was KDSC's intention to renegotiate the loans and obtain additional endorsers, so that no individual would exceed the \$5,000 limitation. These matters would not be able to be taken care of, until after returned from however, he the national Mr. Beachy indicated that he would send in a convention. immediately regarding KDSC's intention to response renegotiate the loans.

On July 16, 1984, a letter was received from Mr. Beachy which expressed his understanding of the "... need to find new guarantors for the two loans... so that no single guarantor is responsible for more than \$5,000.00" (Attachment 11). Mr. Beachy also indicated that the "...State Chairperson is currently in the process of working with her predecessor, who resigned last September, to come up with additional guarantors for those two loans."

As of this date, no additional information has been received.

^{2/} In addition to the loan endorsements, the Commission's records indicate that Mr. Brock made at least \$26,500 in contributions to Federal candidates, political parties and non-party committees, which appear to be attributable to the calendar year- of 1982 (see Attachment 13: FEC "G" Index and appropriate supporting schedules).

KANSAS DEMOCRATIC ATE COMMITTEE REPORTS ANALYSIS OF REFERRAL PAGE 3

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### IV. OTHER PENDING MATTERS INITIATED BY RAD:

A Request for Additional Information ("RFAI") was sent to KDSC on August 7, 1984 for an omitted loan repayment schedule, for failure to continuously disclose the complete terms of the loans (i.e., omitted due dates), and for the appearance of a 44lb violation because the loans may not have been made in the ordinary course of business (Attachment 12). The RFAI referenced the 1983 Year End Report, and the 1984 April and July Quarterly Reports.



### FEDERAL ELECTION COMMISSION

WASHINGTON D.C. 20463

RQ-3

August 30, 1984

Larry Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

Identification Number: C00019380

Reference: Year-End (7/1/83-12/31/83), April Quarterly (1/1/84-

3/31/84) and July Quarterly (4/1/84-6/30/84) Reports

Dear Mr. Gates:

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This letter is to inform you that as of August 29, 1984, the Commission has not received your response to our request for additional information, dated August 7, 1984. That notice requested information essential to full public disclosure of your Federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Mike Tangney on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

Assistant Staff Director Reports Analysis Division

Enclosure

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August 7, 1984

Larry Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

Identification Number: C00019380

Year-End (7/1/83-12/31/83), April Quarterly (1/1/84-Reference: 3/31/84) and July Quarterly (4/1/84-6/30/84) Reports

Dear Mr. Gates:

This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in report(s). An itemization follows:

-Schedule C of your April Quarterly Report discloses a loan repayment of \$1,500. However, your report does not disclose any disbursements made during the period. If a payment on the loan was made this information should be itemized on Schedule B and included in the disbursement figures of the report. Please be advised that if a change in total disbursements is made, all subsequent reports should be amended to reflect any change in cash-on-hand.

-In addition to the above referenced matter, Schedule C of your reports does not disclose due dates for the bank loans received in October of 1982. Under 11 CFR 100.7(b)(11), "[a] loan of money by a State bank, a Federally chartered depository or a depository whose deposits and accounts are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration is not a contribution by the lending institution if such loan is made in accordance with applicable banking laws and regulations and is made in the ordinary course of business."

Because your committee's reports have disclosed only limited payments toward the interest and principal, and the terms have not been fully provided, it appears that these loans may not have been made in the ordinary This may be a violation of 2course of business. U.S.C. §441b, which prohibits a national bank or a corporation from making contributions.

Please provide a detailed explanation regarding the loans. Although the Commission may take further legal steps concerning these matters, your prompt action will be taken into consideration. An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048. Sincerely, Mike Tangney Reports Analyst Reports Analysis Division 10 0 10 0 10 00

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PISEP27 A8: 53

State Committee



# **Kansas Democratic State Committee**

P.O. Box 1914
Topoke, Kanses 99901
(913) 234-0425
Pat Lehman
Cheirperson
Bill Beschy
Executive Director

September 13, 1984

Mike Tangney, Reports Analyst Reports Analystis Division Federal Election commission Washington, D.C. 20463

RE: May 2, 1984 Request for additional information

Dear Mike:

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Enclosed is a revised copy of the July, 1983 Quarterly Report for the Kansas Democratic State Committee.

A letter was sent to all of the individuals listed in Schedule A of the Detailed Summary Page on July 16, 1984 requesting additional information for the report. As of today, we have received a response from 33 of the 64 listed.

Further, regarding the two Robert L. Brock loans reported on that same report, we have found as a result of our state chair's meeting with her predecessor that the loans were incorrectly reported. They should not have even appeared on that report or subsequent reports because they were not used for activities to be reported. This letter therefore should serve to amend that and subsequent reports deleting those two particular loans.

I thank you for your understanding of my situation. As I have conveyed to you in the past, our procedure for accepting contributions has been changed to assure that we receive accurate and complete information on all of our contributors for future reports.

Sincerely,

Bill Beachy

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### ITEMIZED RECEIPTS

Page 1 of 10 for LINE NUMBER 112 (Use separate schedule(s) for each category of the Detailed Summery Page)

Name of Committee (in Full)			
Kansas Democratic State Committee			
A. Full Name, Mailing Address and ZIP Code  Natividad O. or Victoria Morales  224 N. Branner St.  Topeka, Ks. 66616  Receipt For: Primary General	Name of Employer  Self-employed	Date (month, day, year)  4/12/83	Amount of Each Receipt this Period \$100.00
	Occupation Record Sales		
Other (specify):	Aggregate Year-to-Date-\$ 100.0	0	
B. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
Harry A. or Marie A. Simons Valley Falls, Ks. 66088	Retired	day, year) 4/12/83	Receipt This Period \$100.00
Receipt For: () Primary G General	Occupation		
□ Other (specify):	Aggregate Year-to-Date-\$ 100	00	
Stanley E. or Donna M. Voth 3201 Arrowhead Rd. Topeka, Ks. 66614	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
attended to the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the contr	Occupation		
Receipt For:   Primary  General  Other (specify)	Aggregate Year-to-Date-\$ 100		
D. Full Name, Mailing Address and ZIP Code	Aggregate Year-to-Date—S 100.		Amount of Foot
Robert F. Layton 111 N. Clifton Wichita, Ks. 67208	Name of Employer	Date (month, day, year) 4/12/83	Amount of Each Receipt This Period \$100.00
Receipt For: Primary G General	Occupation		
C Other (specify)	Aggregate Year-to-Date-S 100	00	
E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
John D. Montgomery 424 Eisenhower Dr. Junction City, Ks. 66441	Montgomery Publica	4/12/83	\$200.00
Receipt For. 3 Primary 3 General	Owner		
□ Other (specify)	Aggregate Year to Date - \$ 200.00		
F. Full Name, Mailing Address and ZIP Code  Marvin R. Webb  1335 Topeka Blvd  Topeka, Ks. 66612	Name of Employer State of Kansas	Date (month, day, year)  4/12/83	Amount of Each Receipt This Period \$250.00
Receipt For:	Occupation Grain Inspection D	ir.	
Other (specify):	Aggregate Year-to-Date-\$ 250	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PARTY AND	Amount of Each
G. Full Name, Mailing Address and ZIP Code Barbara Sabol R R 3, Box 95A	Name of Employer State of Kansas	Date (month, day, year)	Amount of Each Receipt This Period \$100.00
Lawrence, Ks. 66044	Occupation	4/15/03	7100.00
Receipt For:	Agyregate Year-to-Date-\$ 100	.00	
SUBTOTAL of Receipts This Page (optional)	The same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the sa		

### ITEMIZED RECEIPTS

Page 2 of 10 for LINE NUMBER 11a (Use separate schedule(s) for each category of the Detailed Summary Page)

Kansas Democratic State Committ A. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month.	Amount of Each
Wayne C. or Mary Ann Lowry 1709 W. 33rd Topeka, Ks. 66611  Receipt For: Primery General Other (specify):	(Sine of Employer	day, year) 4/15/83	Amount of Each Receipt this Period \$100.00
	Occupation		
	Aggregate Year-to-Date-\$ 100	ELOWER CO. LOWER	
B. Full Name, Mailing Address and ZIP Code  J. F. Shriver  115 N. B  Arkansas City, Ks. 67005	Name of Employer	Date (month, day, year) 4/15/83	Amount of Each Receipt This Period \$100.00
Receipt For: U Primary  General	Occupation		
□ Other (specify):	Aggregate Year-to-Date-\$ 100	Aggregate Year-to-Date—\$ 100.00	
C. Full Name, Mailing Address and ZIP Code Frank Lombard 1708 N. Mulberry Abilene, Ks. 67410	Name of Employer	Date (month, day, year) 4/15/83	Amount of Each Receipt This Period \$100.00
Receipt For: Primary General	Occupation		
D Other (specify):	Aggregate Year-to-Date—\$ 100,00		
D. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
Everett or Thelma Webster Box 163 Chetopa, Ks. 67336		day, year)	Receipt This Period
	Occupation		
Receipt For Primary General	Aggregate Year-to-Date-\$ 1.00	1	
Cother (specify):  E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
Ralph A. or Betty M. Reed R R 1	Teste of Employer	day, year)	Receipt This Period
Fort Scott, Ks. 66701	Occupation	4/15/83	\$100.00
Receipt For: S Primary S General			
C Other (specify):	Aggregate Year-to-Date-\$ 100.00		
F. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
William A. Guilfoyle 306 N.W. 2nd St.	Self Employed	day, year)	Receipt This Period
Abilene, Ks. 67410  Receipt For: Primary General	Occupation Lawyer	4/15/83	\$100.00
Other (specify):		0-00	
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	Amount of Each
Dr. Rex W. Gibson 111 W. 1st Lyons, Ks. 67554	Self Employed	day, year) 4/15/83	Receipt This Period
	Occupation Optometrist		
Receipt For: Primary General  Other (specify):		0.00	1

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### ITEMIZED RECEIPTS

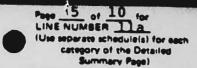
Poge 3 of 10 for LINE NUMBER 11 a (Use separate schedule(s) for each category of the Detailed

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. Name of Committee (in Full) Kansas Democratic State Committee A. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Schnider, Shamberg, day, year) Receipt this Period John E. Shamberg 860 New Brotherhood Bldg. May, Chartered 4/15/83 \$100.00 Kansas City, Ks. 66101 Occupation Attorney □ Primary □ General Receipt For: Aggregate Year-to-Date-\$ 100.00 Other (specify): B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Receipt This Period Marie Vickers day veer) 117 Champa 4/22/83 \$100.00 67124 Pratt, Ks. Occupation ☐ Primary C General Receipt For: Other (specify): Aggregate Year-to-Date-S 100.00 C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt This Period Earl V. or Joan E. Adam 305 N. Terrace 4/22/83 \$100.00 Atchison, Ks. 66002 ] Occupation Receipt For: 3 Primary □ General Aggregate Year-to-Date-\$ 100.00 □ Other (specify): D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Margaret J. Gemaehlich State of Kansas day, year) Receipt This Period 1914 Holmes Rd. 4/22/83 \$100.00 Hays, Ks. 67601 Occupation Receipt For □ Primary = General JTPA Representative Aggregate Year-to-Date-S 100-00 C Other (specify): E. Full Name, Mailing Address and ZIP Code Name of Employer Amount of Each Date Imonth. Receipt This Period Frank Corbett day, year) 8015 Nebraska 4/22/83 \$100.00 Kansas City, Ks. 66112 Occupation Receipt For: □ Primary ☐ General Aggregate Year-to-Date-\$ 100 00 Other (specify): Amount of Each F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Receipt This Period day, year) Thomas E. Brown 1005 Century Plaza Bldg. 4/25/83 \$100.00 Wichita, Ks. 67202 Occupation Receipt For: □ Primary O General Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Date (month, Amount of Each Name of Employer Robert L. Brock day, year) Receipt This Period Brock Hotel Corp. 4441 W. Airport Freeway 4/25/83 \$1,000.00 Irving, TX 75062 Occupation President ☐ General Receipt For: ☐ Primary Aggregate Year-to-Date-\$ [] Other (specify): 1000.00 1600.00 

### ITEMIZED RECEIPTS

Page 4 of 10 for LINE NUMBER 112 (Use separate schedule(s) for each category of the Detailed

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. Name of Committee (in Full) Kansas Democratic State Committee A. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Gordon K. Lowry Receipt this Period Valley Falls, Ks. 4/25/83 \$100.00 Occupation C Primary Receipt For: ☐ General Attorney Other (specify): Aggregate Year-to-Date-\$ 100.00 B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Robert L. or Dorothy A. Mangold day, year) Receipt This Period LaCygne, Ks. 66040 4/27/83 \$100.00 Occupation ☐ Primary General Receipt For: Other (specify) Aggregate Year-to-Date-\$ 100.00 C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Arthur E. & Audrey Gustafson day, year) Receipt This Period Box 214 - 700 Hancock McPherson, Ks. 4/27/83 \$100.00 Occupation Receipt For: 3 Primary □ General Other (specify): Aggregate Year-to-Date-\$ 100.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Henry Schwaller day, year) Receipt This Period Self Employed 2200 Pershing, Box 1019 67601 Hays, Ks. 4/27/83 \$100.00 Occupation □ Primary Receipt For: General Management Consultant Aggregate Year-to-Date-\$ 100.00 Cother (specify) E. Full Name, Mailing Address and ZIP Code Name of Employer Date Imonth, Amount of Each Carol Coatney (resy . yet Receipt This Period Housewife 210 East 5th Minneapolis, Ks. 67467 4/27/83 \$100.00 Occupation C Primary Receipt For. - General Other (specify): Aggregate Year-to-Date-\$ 100-00 F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Raymond or Melba Cornelius Bendix Corp. day, year) Receipt This Period Route 4, Box 260 Paola, Ks. 66071 4/28/83 \$100.00 Occupation ☐ Primary Receipt For: D General Machinist Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Receipt This Period Kenneth F. or Mary R. Rogge day, yearl Retired 208 E. 3rd St. Washington, Ks. 4/28/83 \$100.00 66968 Occupation Receipt For: O Primary ☐ General D Other (specify) Aggregate Year-to-Date--\$ 100.00 700.00 TOTAL This Period (Fast page this line number only)



Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for mmercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. Name of Committee (in Full) Kansas Democratic State Committee Name of Employer A. Full Name, Mailing Address and ZIP Code Date (month. Amount of Each A.J. & Georgia Neese Gray day, year) Receipt this Period 2709 West 29th Retired Topeka, Ks. 66614 4/28/83 \$900.00 Occupation (7) Primary Receipt For: □ General D Other (specify): Aggregate Year-to-Date-\$ 900.00 B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each T. Bradley Manson day, year) Receipt This Period 5300 W. 70th St. Prairie Village, Ks. 5/2/83 \$250.00 Occupation O General Receipt For: U Primary □ Other (specify): Aggregate Year-to-Date-\$ 250.00 C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Richard A. or Margie A. Pinaire day, year) Receipt This Period 623 S. Adams Junction City, Ks. 66441 5/2/83 \$250.00 Occupation Receipt For: D Primary □ General J Other (specify): Aggregate Year-to-Date-\$ 250.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Don C. Smith day, year) Receipt This Period ⊥808 Barham Dodge City, Ks. 67801 5/2/83 \$100.00 Occupation Receipt For: O Primary General Other (specify): Aggregate Year-to-Date-\$ 100.00 E. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Marvin R. Webb day, year) Receipt This Period State of Kansas 1335 Topeka Blvd Topeka, Ks. 66612 5/6/83 \$250.00 Occupation Grain Director ☐ Primary Receipt For: ☐ General On Other (specify): Aggregate Year-to-Date-\$ 250.00 F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Mrs. Frank (Marie) Mildrexter day, year) Receipt This Period Route 1, Box 51 Hill City, Ks. 67642 5/6/83 \$100.00 Occupation O General Receipt For: O Primary Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each W. J. Taylor day, year) Receipt This Period Communication 1445 N.E. 39th Workers Assn. Topeka, Ks. 66617 5/6/83 \$100.00 Occupation D Primary Receipt For: O General CWA Representative Aggregate Year to Date \$ 100.00 Other (specify): 1950.00 TOTAL This Period (last page this line number only)

LINE NUMBER
(Use separate schedule(s) for each
category of the Detailed
Summery Page)

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee, Name of Committee (in Full) Kansas Democratic State Committee A. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt this Period Benjamin H. Day 313 Prospect 66048 Leavenworth, Ks. 5/6/83 \$100.00 Occupation - Primery □ General Receipt For: 100 . Dete (month, Other (specify): Aggregate Year-to-Dete-\$ B. Full Name, Mailing Address and ZIP Code Name of Employer Amount of Each William R. & Jane T. Roy day, year) Receipt This Period 1561 Lakeside Dr. Self Employed Topeka, Ks. 66604 5/10/83 \$250.00 Occupation Receipt For: O Primary □ General Doctor Aggregate Year-to-Date-\$ D Other (specify): 250.00 C. Full Name, Mailing Address and ZIP Code Date (month, Name of Employer Amount of Each Wesley L. Sledge day, year) Receipt This Period 846 El Paso Dr. Derby, Ks. 67037 5/10/83 \$100.00 Occupation Receipt For: 2 Primary □ General ☐ Other (specify): Aggregate Year-to-Date-\$ 100.00 D. Full Name, Mailing Address and ZIP Code Date (month, Name of Employer Amount of Each Receipt This Period Juliette Schwaller day, year) 2200 Pershing Dr. Hays, Ks. 67601 5/10/83 \$100.00 Occupation Receipt For: □ Primary General D Other (specify) Aggregate Year-to-Date-\$ 100.00 E. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Tom Rehorn Receipt This Period day, year) 4146 State Line Kansas City, Ks. 66103 5/17/83 \$100.00 Occupation Salesman Receipt For: □ Primary - General Other (specify). Aggregate Year-to-Date-\$ 100.00 F. Full Name, Mailing Address and ZIP Code Name of Employer Amount of Each Date (month. Mrs. J. Floyd Breeding Receipt This Period day, year) 514 El Trego Dodge City, Ks. 5/17/83 \$100.00 Occupation □ Primary Receipt For: Aggregate Year-to-Date-\$ 100.00 Other (specify): G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Receipt This Period Mr/Mrs Harvey Wood, Jr. Self Employed day, year) Solomon, Ks. 67480 5/17/83 \$100.00 Occupation Farmer Receipt For: D Primary ☐ General Other (specify) Aggregate Year-to-Date-\$ 100.00 850.00 TOTAL This Period (last page this line number only)

LINE NUMBER 11a
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. Name of Committee (in Full) KANSAS DEMOCRATIC STATE COMMITTEE A. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) James & D. Barbara Wyman Receipt this Period 2043 Sims Topeka, Ks. 66604 5/18/83 \$100.00 Occupation Receipt For: O Primery D General Other (specify): Aggregate Year-to-Date-\$ 100.00 B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each John A. O'Leary, Jr. day, year) Receipt This Period People's State Bank Luray, Ks. 67649 5/19/83 \$100.00 Occupation President O Primary Receipt For: ☐ General Aggregate Year-to-Date-\$ 100.00 Other (specify): C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Thomas R. Zarda day, year) Receipt This Period Self Employed 11106 Lecluyse Shawnee, Ks. 66203 5/19/83 \$100.00 Occupation D Primary Receipt For: □ General Other (specify): Aggregate Year-to-Date-\$ 100.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Willard or Jerry Turner day, year) Receipt This Period Route 5, Lake Fort Scott Fort Scott, Ks. 66701 5/19/83 \$100.00 Occupation Receipt For: □ Primary □ General Other (specify): Aggregate Year-to-Date-\$ 100.00 E. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Joan R. Myers Receipt This Period day, year) State of Kansas 2524 Duncan Dr. Topeka, Ks. 66614 5/19/83 \$100.00 Occupation D Primary Receipt For: □ General Dir. Unclaimed Property Other (specify): Aggregate Year-to-Date-\$ 100.00 F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Myrtle H. Richardson day, year) Receipt This Period Kinsley, Ks. 67547 5/19/83 \$100.00 Occupation Receipt For: D Primary Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Walter A. Hefner Receipt This Period day, year) 1020 Mulvane Topeka, Ks. 66604 5/23/83 \$100.00 Occupation Receipt For: D Primary □ General Other (specify): Aggregate Year-to-Date-\$ 100.00 SUBTOTAL of Receipts This Page (optional)........... 700.00 

LINE NUMBER 1 a
(Use separate schedule(s) for each
category of the Detailed
Summary Page)

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee, Name of Committee (in Full) KANSAS DEMOCRATIC STATE COMMITTEE A. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt this Period Occupation Receipt For: □ Primary ☐ General Other (specify): Aggregate Year-to-Date-\$ B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Greg Schmitz day, year) Receipt This Period Route 2 66508 Marysville, Ks. 5/23/83 \$100.00 Occupation (1) Primary D General Receipt For: Aggregate Year-to-Dete-\$ O Other (specify): 100 00 C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Ben J. or LaVelle Frick Receipt This Period day, year) 120 Overhill Rd. Salina, Ks. 67401 5/25/83 \$100.00 Occupation Receipt For: O Primary □ General Other (specify): Aggregate Year-to-Date-\$ 100.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Max Lee Folk day, year) Receipt This Period Box 279 Holyrood, Ks. 67450 5/25/83 \$100.00 Occupation □ Primary □ General Receipt For: O Other (specify) Aggregate Year-to-Date-\$ 100 00 E. Full Name, Mailing Address and ZIP Code Name of Employer Date imonth. Amount of Each Receipt This Period Raleigh G. Trembly day, year) Self Employed 535 S.E. 101st St. Wakarusa, Ks. 66546 5/25/83 \$200.00 Occupation Chiropractor Receipt For: □ Primary ☐ General Other (specify): Aggregate Year-to-Date-\$ 200 00 F. Full Name, Mailing Address and ZIP Code Name of Employer Date Imonth, Amount of Each day, year) Receipt This Period Mr/Mrs Jerome Lampe Self Employed Route 1, Box 55 Kendall, Ks. 67857 5/25/83 \$100.00 Occupation Farmer D Primary D General Receipt For: Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Mr/Mrs Earl Willis, Jr. Receipt This Period day, year) Willis Auto P.O. Box 832 Syracuse, Ks. 67878 5/25/83 \$100.00 Occupation Owner Receipt For: C Primary O General D Other (specify) Aggregate Year-to-Date-\$ 100.00 700.00 

(Use separate schedule(s) for each category of the Detailed Summery Page)

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Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee. Name of Committee (in Full) KANSAS DEMOCRATIC STATE COMMITTEE Name of Employer A. Full Name, Mailing Address and ZIF Code Date (month, Amount of Each Betty Jo McNett day, year) Receipt this Period 550 Nims, Apt. 336 Wichita, Ks. 67203 5/26/83 \$100.00 Occupation O Primery G General Receipt For: Other (specify): Aggregate Year-to-Date-\$ 100.00 B. Full Name, Mailing Address and ZIP Code Name of Employer Date (month. Amount of Each Mr/Mrs Robert Tilton Receipt This Period day, year) Self Employed 1813 W. 29th Terr Topeka, Ks. 66611 5/27/83 \$1,500.00 Occupation O Primary Attorney O General Receipt For: Aggregate Year-to-Date-\$ Other (specify): 1500 00 C. Full Name, Mailing Address and ZIP Code Name of Employer Amount of Each Date (month. Mrs. Wm. K. Wieland day, year) Receipt This Period 902 N. 3rd Garden City, Ks. 67846 6/1/83 \$100.00 Occupation D Primary □ General Receipt For: Other (specify): Aggregate Year-to-Date-\$ 100.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month Amount of Each day, year) Receipt This Period Robert L. Kennedy 8410 Corona Kansas City, Ks. 66112 6/1/83 \$100.00 Occupation □ Primary □ General Receipt For: Aggregate Year-to-Date-\$ Other (specify): 100 00 E. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt This Period Morris J. or Flossie W. Krouse Wichita Truck & Box 2897 Lease Wichita, Ks. 67201 6/1/83 \$250.00 Occupation President D Primary 3 General Receipt For: Aggregate Year-to-Date-\$ 250 00 Other (specify): F. Full Name, Mailing Address and ZIP Code Name of Employer Date Imonth. Amount of Each day, year) Receipt This Period William M. Tuttle, Jr. Dept of History, Kansas University University of Kansas Lawrence, Ks. 66045 6/2/83 \$100.00 Occupation Professor Receipt For: D Primary D General Other (specify): Aggregate Year-to-Date-\$ 100.00 G. Full Name, Mailing Address and ZIP Code Amount of Each Date Imonth. Name of Employer day, year) Receipt This Period Jim Lawing Self Employed 120 S. Market Wichita, Ks. 67202 6/3/83 \$100.00 Attorney Receipt For: D Primary ☐ General Aggregate Year-to-Date-\$ 100.00 Other (specify): SUBTOTAL of Receipts This Page (optional)............ 2250.00 

LINE NUMBER 11 (Use separate schedule(s) for each category of the Detailed Summary Page)

Any information copied from such Reports or Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee, KANSAS DEMOCRATIC STATE COMMITTEE Name of Employer A. Full Name, Mailing Address and ZIP Code Date (month, Amount of Each day, year) Marlin A. White Receipt this Period Self Employed Denison State Bank Building Holton, Ks. 66436 6/6/83 \$100.00 Occupation Attorney O Primary Receipt For: O General Other (specify): Aggregate Year-to-Date-\$ 100.00 B. Full Name, Mailing Address and ZIP Code Name of Employer Dete (month, Amount of Each Robert & Donita Buerkle day, year) Receipt This Period Route 2, Box 39 67851 Holcomb, Ks. 6/6/83 \$400.00 Occupation O Primary Receipt For: O General O Other (specify): Aggregate Year-to-Date-\$ 400.00 C. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each Warner Moore Receipt This Period day, year) SelfEmployed 1014 Century Plaza Bldg. Wichita, Ks. 67202 6/9/83 \$500.00 Occupation Receipt For: D Primary □ General Attorney Aggregate Year-to-Date-\$ Other (specify): 500.00 D. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt This Period Occupation Receipt For: □ Primary □ General Other (specify): Aggregate Year-to-Date-\$ E. Full Name, Mailing Address and ZIP Code Name of Employer Date Imonth, Amount of Each Receipt This Period day, year) Occupation Receipt For: □ Primary ☐ General Other (specify): Aggregate Year-to-Date-\$ F. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt This Period Occupation D Primary Receipt For: ☐ General Other (specify): Aggregate Year-to-Date-\$ G. Full Name, Mailing Address and ZIP Code Name of Employer Date (month, Amount of Each day, year) Receipt This Period Occupation Receipt For: O Primary □ General Aggregate Year-to-Date-\$ Other (specify): SUBTOTAL of Receipts This Page (optional)........................ 1000.00 \$11,400.00



## FEDERAL ELECTION COMMISSION WASHINGTON, D.C. 20463

9 August 1984

MEMORANDUM

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TO:

CHARLES N. STEELE GENERAL COUNSEL

THROUGH:

JOHN C. SURINA /5/

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JOHN D. GIBSON

ASSISTANT STAFF DIRECTOR REPORTS ANALYSIS DIVISION

SUBJECT: REFERRAL OF THE KANSAS DEMOCRATIC STATE COMMITTEE

This is a referral of the Kansas Democratic State Committee ("KDSC") for receiving excessive contributions from an incividual in the form of bank loan endorsements. Although the apparent violation occurred in October of 1982, KDSC did not file a report for that period until June of 1984. The excessive loan endorsements totalling \$25,000 were initially detected on KDSC's 1983 April and July Quarterly Reports

... appears that the individual who endorsed the bank loans may have exceeded the annual limitations of 2 U.S.C. \$441a(a)(3). This individual was previously involved in MUR 1093 for excessive contributions in 1978 (see RAD Referrals 9L-166 and 9L-167). Therefore, we have incorporated information on the apparent violation pursuant to Standard 23 - Other Violations of the Federal Election Campaign Act.

If you have any questions on this matter, please contact Mike Tangney or Michael Filler at 523-4048.

Attachments

TO

OFFICE OF GENERAL COUNSEL

DATE: 9 August 1984

ANALYST: Mike Tangney

I. COMMITTEE: Kansas Democratic State Committee

(C00019380)

Larry Gates, Treasurer

P.O. Box 1914

Topeka, KS 66601

II. RELEVANT STATUTE: 2 U.S.C. 441a

III. BACKGROUND:

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Receipt of Excessive Contributions from an Individual

During October of 1982, the Kansas Democratic State Committee ("KDSC") obtained three (3) bank loans totalling \$45,000. One individual appears to have served as sole endorser or guarantor for two (2) loans totalling \$30,000. As discussed below, KDSC failed to file a report for the last quarter of 1982 in a timely manner. Because of this, notices on the apparent violation were generated on reports filed for the current election cycle.

The KDSC filed its 1982 Year End Report on June 13, 1984 (Attachment 2a). The report disclosed activity from October 1, 1982 through December 31, 1982. Of the \$48,500 received by KDSC during this period, \$45,000 was in the form of bank loans (Attachment 2b, 2e, and 2f). These receipts, plus \$1,124.06 in funds at the beginning of the period, were used to make a \$25,000 transfer-out to the Democratic National Committee, a \$5,000 contribution to Slattery for Congress, and \$19,259.85 in coordinated expenditures on behalf of Jim Slattery (Attachments 2b, 2c, 2d, and 2g-i). 1

Prior to filing its 1982 Year End Report, KDSC submitted two (2) quarterly reports on July 15, 1983: an April Quarterly Report covering January 1, 1983 through March 31, 1983, and a July Quarterly Report covering April 1, 1983 through June 30, 1983 (Attachments 3a and 4a).

^{1/} Jim Slattery won the election for the seat vacated by Congressman Jeffries with 57% of the vote.

KANSAS DEMOCRATIC STATE COMMITTEE REPORTS ANALYSIS OGC REFERRAL PAGE 2

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Schedule C of these reports disclosed loan endorsements by Brock totalling \$30,000 during Attachments 3d, 3e, 4e, 4f, and charts on loan activity). This resulted in the receipt of apparent excessive contributions totalling \$25,000.2/

On May 2, 1984, a Request for Additional Information ("RFAI") was sent to KDSC regarding the apparent violation on the 1983 July Quarterly Report (Attachment 8). When a response to the RFAI was not received, a Second Notice was sent on May 24, 1984 (Attachment 9).

The Reports Analysis Division ("RAD") analyst contacted Mr. Bill Beachy, KDSC's Executive Director, on July 9, 1984 concerning the KDSC's failure to respond (Attachment 10). Beachy stated that it was KDSC's intention to renegotiate the loans and obtain additional endorsers, so that no individual would exceed the \$5,000 limitation. These matters would not be able to be taken care of, however, until after he returned from the convention. Mr. Beachy indicated that he would send in a response immediately regarding KDSC's intention to renegotiate the loans.

On July 16, 1984, a letter was received from Mr. Beachy which expressed his understanding of the "... need to find new guarantors for the two loans... so that no single guarantor is responsible for more than \$5,000.00" (Attachment 11). Mr. Beachy also indicated that the "...State Chairperson is currently in the process of working with her predecessor, who resigned last September, to come up with additional guarantors for those two loans."

As of this date, no additional information has been received.

^{2/} In addition to the loan endorsements, the Commission's records indicate that Mr. Brock made at least \$26,500 in contributions to Federal candidates, political parties and nonparty committees, which appear to be attributable to the calendar year of 1982 (see Attachment 13: FEC "G" Index and appropriate supporting schedules).

KANSAS DEMOCRATIC STATE COMMITTEE REPORTS ANALYSIS OGC REFERRAL PAGE 3

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#### IV. OTHER PENDING MATTERS INITIATED BY RAD:

A Request for Additional Information ("RFAI") was sent to KDSC on August 7, 1984 for an omitted loan repayment schedule, for failure to continuously disclose the complete terms of the loans (i.e., omitted due dates), and for the appearance of a 44lb violation because the loans may not have been made in the ordinary course of business (Attachment 12). The RFAI referenced the 1983 Year End Report, and the 1984 April and July Quarterly Reports.

## ( 00 0 .0 17 0 .... 10 0)

Attachment 1 Page 1 of 2 BAUG84 PAGE

DATE

FEDERAL ELECTION COMMISSION COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (81-82)

PARTY RELATED

MICROFILM PAGES COVERAGE DATES TYPE OF FILER DISBURSEMENTS RECEIPTS

82FEC/214/2332 82FEC/214/2246 81FEC/203/1513 81FEC/203/1514 ID #C00019380 -30JUNB1 -31DEC81 PARTY QUALIFIED 1JAN81 1JUL81 20JUL81 8,507 STATEMENT OF ORGANIZATION - AMENDMENT KANSAS DEMOCRATIC STATE COMMITTEE CONNECTED ORGANIZATION: SAME MID-YEAR REPORT DOCUMENT 1981 COMMITTEE

17,837 12,261 12,561 7,529 49,259 18,554 13,684 5,984 11,137 48,500 REQUEST FOR ADDITIONAL INFORMATION REQUEST FOR ADDITIONAL INFORMATION 2ND REQUEST FOR ADDITIONAL INFORMATION REQUEST FOR ADDITIONAL INFORMATION 2ND STATEMENT OF ORGANIZATION - AMENDMENT - AMENDMENT NOTICE OF FAILURE TO FILE NOTICE OF FAILURE TO FILE OCTOBER QUARTERLY APRIL QUARTERLY JULY QUARTERLY JULY QUARTERLY YEAR-END YEAR-END 1982

82FEC/226/4620 82FEC/238/2670 82FEC/245/4951 82FEC/242/2455

10

-31MAR82 -30JUN82

1JAN82

**28JAN82** 1APR82 1APR82 1JUL82

1APR82 1APR82 1JUL82

-30JUNB2 -30JUN82 -30JUNB2 -30SEP82 -30SEP82 -30SEP82 -22NOVB2

83FEC/260/2781 84FEC/307/1185 84FEC/316/4736 84FEC/307/1527

-31DEC82 -31DEC82

1JUL82 10CTB2 23N0VB2 TOTAL PACES

107,954

0

105,359

TOTAL

B2FEC/249/4308 82FEC/259/1642 82FEC/244/3884

> review All reports have received

Begining cash on hand 1/1/81

Ending cash on hand 12/31/82 \$364

Debts and obligations owed by the committee \$45,000 (12/31/82)

Debts and obligations owed to the committee \$0

FEDERAL ELECTION COMMISSION COMMITTEE INDEX OF DISCLOSURE DOCUMENTS - (C) (83-84)

8AUG84 PAGE

DATE

	MICROFILM LOCATION	
	# OF	
	TYPE OF FILER COVERAGE DATES	
	DISBURSEMENTS	
PARTY RELATED	RECEIPTS	
	COMMITTEE DOCUMENT	
	COMMITTEE	

# OF MICROFILM PAGES LOCATION	ID #C00019380	11 83FEC/275/4527 21 83FEC/275/4506 2 84FEC/321/4755 5 84FEC/313/1666	6 84FEC/315/3987 10 84FEC/317/5378 1 84FEC/297/3861 2 84FFC/299/1516	2 84FEC/306/2138 6 84FEC/317/5371 1 84FEC/313/4747	11 84FEC/319/0627 78 TOTAL PAGES
TYPE OF FILER COVERAGE DATES P	PARTY QUALIFIED	1JAN83 -31MAR83 1APR83 -30JUN83 1APR83 -30JUN83 1APR83 -30JUN83	1APR83 -30JUN63 1JUL83 -31DEC83 1JUL83 -31DEC83 14MAR84	26MAR84 TO FEC 1JAN84 -31MAR84 1JAN84 -31MAR84	1APR84 -30JUN84 0
DISBURSEMENTS		2,903	11,681	o	15,608 0 54,095
RECEIPTS		4,033 23,364	13,745	2,000	35,043 81,185
COMMITTEE DOCUMENT	KANSAS DEMOCRATIC STATE COMMITTEE CONNECTED ORGANIZATION: SAME	1983 APRIL QUARTERLY JULY QUARTERLY JULY QUARTERLY REQUEST FOR ADDITIONAL INFORMATION	REQUEST FOR ADDITIONAL INFORMATION 2ND YEAR-END NOTICE OF FAILURE TO FILE 1984 STATEMENT OF ORGANIZATION - AMENIMENT	MISCELLANEOUS REPORT APRIL QUARTERLY NOTICE OF FAILURE TO FILE	JULY QUARTERLY TOTAL

review All reports have received

Begining cash on hand 1/1/83 \$364

Ending cash on hand 6/30/84 \$27,452

Debts and obligations owed by the committee \$42,500 (6/30/84)

Attachment 1 page 2 of 2

Debta and obligations owed to the committee \$0

Attached are two (2) charts prepared by the Reports Analysis Division, which highlight KDSC's loan transactions. Chart I references the terms and endorsers. Chart II lists payments on interest and principal, which have been reported.

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CHART I

# KANSAS DEMOCRATIC STATE COMMITTEE CHART OF LOAMS FROM HIGHLAND PARK BANK AND TRUST

ATTACHMENT3/	2 e e 7 5 6 7 5 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6	2e 2f	38 39	4444	5 c.	99993	7c 7d
AMOUNT ENDORSED2/	\$25,000 \$ 5,000 \$ 5,000	\$ 5,000	Same as Above	\$25,000 \$ 4,750 \$ 4,750 \$ 4,750 \$ 4,750	Same as Above	\$25,000 \$ 4,375 \$ 4,375 \$ 4,375	Same as Above
ENDORSER (S)	Robert L. Brock John Frieden Jim Parrish	Gary Keller Robert L. Brock	Same as Above	Robert L. Brock John Frieden Jim Parrish Gary Keller Robert L. Brock	Same as Above	Robert L. Brock John Prieden Jim Parrish Gary Keller Robert L. Brock	Same as Above
INTEREST	11.58	11.58	11.5%	12.58	158	158	158
LOANS	05/01/83	Not Disclosed	05/01/83 04/01/83 04/01/83	08/29/83 10/27/83	Not Disclosed	Not Disclosed	Not Disclosed
DATE	10/18/82 10/20/82	10/26/82	10/18/82 10/20/82 10/26/82	10/18/82	10/18/82 10/20/82	10/18/82	10/18/82
AMOUNT1/	\$25,000	000'5 \$	\$25,000 \$15,000 \$ 5,000	\$25,000 \$19,000 <u>4</u> /	\$25,000	\$25,000	\$25,000
REPORT	1982 Year End		1983 April Quarterly	1983 July Quarterly	1983 Year End	1984 April Quarterly	1984 July Quarterly

1/This column lists the outstanding amount of each loan with reductions made for payments on the principal. 2/ This column lists the amount endorsed by each person with reductions made for payments on the principal.

 $[\]overline{3}/$  This column references the loan schedules from the appropriate reports.

^{4/} Schedule C combines the loans of \$15,000 and \$5,000, which were incurred on 10/20/82 and 10/26/82.

CHART II

CHART OF PAYMENTS ON LOANS FROM HIGHLAND PARK PARK BANK AND TRUST

ATTACHMENT 5/	N/A	30	<b>₽ ₽ ₽</b>	200	9	N/A
DATE	N/A	N/A	N/A N/A 06/29/83	N/A	Not Disclosed	N/A
PRINCIPAL PAID	0\$	0\$	\$0 \$0 \$1,000	0\$	/9005,1\$	\$2,500
DATE	N/A	03/01/83	04/29/83 06/29/83 N/A	09/01/83	N/A	N/A
INTEREST	0\$	\$ 853.74	\$1,576.39 \$ 833.28 \$0	\$1,051.39	0\$	\$4,314.80
REPORT	1982 Year End	1983 April Quarterly	1983 July Quarterly	1983 Year End	1984 April Quarterly	1984 July Quarterly TOTALS:

^{5/} This column references the appropriate disbursement or loan schedule which discloses the payment.

^{6/} Schedule C discloses a \$1,500 increase in the cumulative payment to date, however, the committee's report does not disclose any disbursements made to the bank.

ATTACHMENTS 2a through 2i 1982 Year End Report

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SUMMARY  5. Covering Period 3.0/1/82 Shrough	12/31/82	COLUMN A . This Period	COLUMN 8 Calendar Year-is-Do
8. (a) Cash on hand January 1, 19_82		TO KE STORY	\$ 2,6669.60
(b) Cash on Hand at Beginning of Reporting Parises		1,124.06	· Section A
(c) Taus Receipts (from Line 18)	•••••	\$ 48,500.00	8 79,306.51
(d) Subtatel (add Lines 6(b) and 6(c) for Column A as	<b>d</b>	49,624.06	\$83,100.17
Lines 6(a) and 8(c) for Column 8) 7. Total Disbursements (from Line 28)		\$ 49,259.85	\$81,611.90
8. Cosh on Hand at Close of Reporting Parish Direct			\$ 364.21
9. Debts and Obligations Owed TO The Committee		8	
(Itemize all on Schodule C or Schodule D)  10. Dobts and Obligations Owed BY the Committee  (Itemize all on Schodule C or Schodule D)	· · · · · · · · · · · · · · · · · · ·	s -	
earthy that I have examined the Report and to the test of my I I is the, correct and complete.	Montedge and behal		
Jim Ploger, Assistant Treaurer	<u></u>	Fee	Information contact: rel Election Communen Free 888-424-6688
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Kansas Democratic State Coumittee 10/1/02 To 12/31/02 COLUMN B COLUMN A 11.CONTRIBUTIONS letter than to 6.837.00 fel Individuals/Pursons Other Than Political Co 1161 Mone Sary Unbunbed 9. **(b)** Political Party Commi 1104 \$ 2,400.00 tol Other Political Con-2.884.40 116 \$ 3,500.00 9,721,40 Idi TOTAL CONTRIBUTIONS featur than loand food 11(a), 11(b) and 11(c)) 116 12. TRANSFERS FROM APPILIATED/OTHER PARTY COMMITTE 24.505.11 12 845,000,00 45,000,00 12.ALL LOAMS RECEIVED ..... 14. LOAN REPAYMENTS RECEIVED. . 16 OFFSETS TO OPERATING EXPENDITURES Molunds Ro 16. REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES 17. OTHER RECEIPTS (Dividends, Insurest, etc.). . 18 TOTAL RECEIPTS (Add 1160, 12, 13, 14, 15, 16 and 17) \$48,500.00 79,306.57 N. DARRAGE STREET 19. OPERATING EXPENDITURES....... 7.909.69 20. TRANSFERS TO AFFILIATED/OTHER PARTY CO \$25,000.00 36,272,36 221 CONTRIBUTIONS TO FEDERAL CANDIDATES AND 9,170,00 OTHER POLITICAL COMMITTEES 22 INDEPENDENT EXPENDITURES (um Schodulo E). The of outling the body for the h 23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES. . \$19,259.85 23,259.85 (2 U.S.C. 8 441 old)) (Use Schedule P) AND A TOWN OF THE WAR THE 25. LOANS MADE . . . 26. REFUNDS OF CONTRIBUTIONS TO (a) Individuals/Persons Other Than Political Co 204 2564 254 254 4d TOTAL CONTRIBUTION REFUNDS (Add 36(a), 28(b) and 28(d). 5,000,00 27.OTHER DISSURSEMENTS . . . . . \$49,259.85 28. TOTAL DISBURSEMENTS (add lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27). . . . . 81,611,90 HI. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES \$ 3,500.00 9.721 29 TOTAL CONTRIBUTIONS lether then leand from Line 1168 .... -0-30 TOTAL CONTRIBUTION REFUNDS from Line 2848 . . . . . -0-3,5000.00 9.721.40 21 (VET CONTRIBUTIONS father than bond) (Subtract Line 30 from Line 29) . A CHANGE 22 -0-7.909.69 32 TOTAL OPERATING EXPENDITURES from Line 19 20 33. OFFSETS TO OPERATING EXPENDITURES from Line 18 . . . . . -0-34 NET OPERATING EXPENDITURES ISobtract Line 33 from Line 321 . . . . . . . . -0-7,909,69

#### SCHEDULE B

#### ITEMIZED DISBURSEMENTS

Chief Olinagen - Chief for man empory of the Department

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Any information copied from such Reports and Successes may not be cold or used by any parson for the purpose of seliciting contributions or for commercial purposes, other than using the name and address of any political committees to selicit contributions from such committees.

Name of Commisses (in Full)

Full Name, Maling Address and EIP Code	Purpose of Disbursoment	Dese tmenth,	Amount of Each
Democratic National Committee 1625 Mass Ave N.W.	Contribution ·	day, year)	Disbursiment This Paris
Washington, D.C. 20036	Disbursment for: © Primary aP General © Other (specify):	10-15-82	\$25,000.00
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Any information copied from such Reports and Statuments may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

Name of Committee (in Full)

#### KANSAS DEMOCRATIC STATE CONSULTIES

A full Name, Malling Address and EP Code Slattery for Congress	Pre-Primary Debt	Dose (month, day, year)	Amount of Each Disbursament This Period
P. O. Box 1978 Topeka, Ks 66601	Disbursement for: @Primpry DiGeneral D Other (specify):	11-1-82	\$5,000.00
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Election: Otherway O'General O'Other (specify): Torms: Date Incurred	Original Amount of Lean	Consulative Payment To Dote	Gos of The Peri
Election: Officerary O'Goneral O'Other (associty): Torms: Date Incurred Date Due Let All Endonors or Guaranters ((f.art))	Original Amount of Lean	Consulative Payment To Dote	Gos of The Peri
Election: Officerary O'Goneral O'Other (associty): Torms: Date Incurred Date Due Let All Endonors or Guaranters ((f.art))	Original Amount of Lean	Consulative Payment To Dote	Close of This Peris
Election: O Promary O Gonard O Other (associty):  Terms: Dete Incurred Down Date Date Date Date Date Date Date Date	Original Amount of Lean	Consulative Payment To Dote	Close of This Peris
Election: O Promary O Gonard O Other (associty):  Terms: Dete Incurred	Original Amount of Lean  Insurer Rese  Insurer Rese  Overgotion  Amount Gueranted Overender  Rame of Brigatoyer	Consulative Payment To Dote	Close of This Pers
Election: O Promary O Gonard O Other (associty):  Torms: Date Incurred Date Due  Let All Endomers or Gueranters ((faile)) selection 8  1. Full Name, Mailing Address Selection	Original Amount of Lean  Insurer Rese  Insurer Rese  Overgotion  Amount Gueranted Overender  Rame of Brigatoyer	Consulative Payment To Dote	Close of This Pers
Election: O Promary O Gonard O Other (associty):  Terms: Dete Incurred	Original Amount of Loan  Ingrest Res  Ingrest Res  Ingrest Res  Amount Gueranted Overtender  Name of Employer  Occupation  Amount Gueranted Overtender  Rame of Employer	Consulative Payment To Dote	Close of This Peri
1. Full Name, Mailing Address and ZIP Code  3. Full Name, Mailing Address and ZIP Code	Original Amount of Loan  Ingrest Rate  Ingrest Rate  Ingrest Rate  Conduction  Amount Guaranteed Overseder  Amount Guaranteed Overseder  Amount Guaranteed Overseder  Conduction  Occupation	Consulative Payment To Dote	Close of This Peri

#### SCHEDULE P

# POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(E) ON BEHALF OF GANDIDATES FOR FEDERAL OFFICE (2 U.S.C. § 441-(6)))

POPLULA LINE HAMMEN 23

(To be-used only by Pullsteel Committees in the General Bleeden)

NAMES DENOCRATIC STATE (	CONSTREE			
Has your Committee been designeed to make If YEL, name the designating committee:		Sale (continues along	BHO .	
Full Name, Malling Address and EIP Code of	Subordinos Commissos			
		:		
Pull Nume, Malling Address and ZIP Code of Each Pares	Name of Federal Candidoro Supported, State, Destrict & Office South	* Purpose of Expendence	Com Impach.	Amount
Postmaster Topeka, Ks 66603	Jim Slattery 4th District-Kansas Congress	Stamps Stamps	10-5-82 10-14-82 10-19-82	\$1,180.00 796.50 767.00
	Agrees Govern Bresian Expenditure for this Condition—8 2 741 50			
Full Name, Mailing Address and ZIP Code of Each Payon	Name of Federal Candidate Susperved, State, District & Office Sought	Purpose of Expenditure	Date (march, day, year)	Arrount
Manhattan Mercury Box 787 Manhatten, Ks. 66502	Jim Slattery 4th District-Kansas Congress	Ad Ad Ad	10-21-82 10-25-82 10-26-82	\$319.29 875.65 22.02
	Appropris General Electrian Expanditure for this Condidate—8 3,960,46			
Full Name, Marking Address and 21P Code of Each Payer	Name of Federal Cardidate Supported, State, Detriet & Office Sought	Purpose of Expendences	Does (manth, day, year)	· Anount
Lawrence Journal World Box 888 Lawrence, Ks. 66044	Jia Blattery Libistrict-Kansas Longress	Ad	10-21-82 10-25-82	\$ 430.65 1,107.46
	Aggraphy General Bussien Expenditure for this Confident—\$ 5, 498, 51			
Pull Name, Making Address and ZIP Code of Each Payer	Name of Pederal Candidon Suspermed, State, District & Office Sought	Proposition of Englandinus	Date Smarth, Coy, year)	Amount
Atchison Daily Globe 1015 Main Atchison, Ks. 66002	Jim Slattery 4th District-Kansas Congress	Ad Ad	10-21-82 10-25-82	\$315.52 707.20
	Approprie General Election Expenditure for this Condidon—8 6, 521, 23			

**GCHEDULE** P

4

## POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(S) ON BEHALF OF CANDIDATES FOR FEDERAL OFFICE (2 U.S.C. § 4416(d))

Line manager

(To be used only by Political Committees in the General Steadard

Name of Pathing Committee to 1	

KANSAS DEMOCRATIC STATE CONCUTER

His year Committee been designated to make coordinated expenditures by a political party committee? 

# YES, serve the designation committees:

a make the

Pull Home, Malting Address and 21P Code of Subardinass Commisses

of Book Pares	Born. Diaries, & Office South	Purpose of Expenditure	See James	Annual
Tunction City Daily Union Box 129 Junction City, Ks 66441	Jim Slattery 4th District-Kanses Congress	M	10-21-62 10-25-62 10-26-62	\$ 440,51 1,137,35 60,76
	Agrees Count Breez Encedous for the Condens—Sp. 159.85			
Full Name, Mailing Address and ZIP Code of Each Payon	Nume of Federal Conditions Supported, Surre, District & Office Sought	Purpose of Expanditure	Con Inquit,	Arment
Leavenworth Times lox 144 Leavenworth, Ks 66048	Jim Slattery 4th District-Kansas Congress		10-21-82 10-25-82	\$ 357.28 1,312.22
	Aggregate General Election Exponditure for this Condidate—8 9,829,35			
Full Name, Moiling Address and ZIP Code : of Each Payoe	Name of Federal Cardidott Supported, State, District & Office Sought	Purpose of Expenditure	Does Imports, day, year?	Amount
Topeka Capital-Journal (16 Jefferson Topeka, Ks. 66607	th District-Kanses ongress	Ad Ad	0-21-82 10-25-82	\$1,617.59 3,805.34
	Aggregos General Bucton Executivos for this Confident—8 15, 252, 28			
Full Norse, Mailing Address and 21F Code of Each Payers	Name of Pederal Candidora Supported, - Sarte, Disortet & Office Sought	Person of Expendium	Open Swamps, Gary, years	Arround
Southwest Publishing Cor 6210 W. 10th Topaka, Ke 66615	Jim Slattery 4th District-Kanses Congress	Mailing Service	12-7-82	\$ 705.65
	Approprie General Boston Expenditure for this Condidon-815,957,93			
BUSTOTAL of Expenditures This Page less	•			\$9,436.70
TOTAL This Period floss page this fine nor	der erdy)			



# POLITICAL PARTY COMMITTEES OR DESIGNATED AGENT(S) ON BEHALF OF CANDIDATES POR FEDERAL OFFICE (2 U.S.C. § 4416(1))

CASE MUNICIPAL

(To be used only by Political Committees in the General Stonton)

EANSAS DEMOCRATIC STATE C Has your Commisses been designeed to make H YES, nome the designating commisses:		erty commissed 9 YES	<b>Ž</b> 100	
Full Hame, Nothing Address and ZIP Godo of I	Neordron Commisso			
gfull Name, Malling Address and ZIP Code of Both Pares	Name of Federal Condidors Suspersed. Sero, District & Office Southt	Person of Expenditure	Date Imparit.	Amount
Capital Research Service 1612 S. Kansas Topeka, Ks .66603	'Jim Slattery 4th District-Kansas Congress	Post Election Poll	12-9-62	\$1,000.00
	Aggregate Governi Election Exponditure for this Condidotto-8 16, 957, 93			
Full Name, Moiling Address and ZIP Code O ef Each Payer	Name of Federal Candidate Supported, State, District & Office Sought	Purpose of Empenditure	Date Imanth,	Amount
Standard-Hart Printing 3157 E. 10th Topeka, Ks 66607	Jim Slattery 4th District-Kansas Congress	Printing	12-9-82	\$2,301.92
	Aggregate General Election Expenditure for this Candidate—8 19,259,85	1-94		
Full Rame, Meiling Address and ZIP Code of Each Payer	Name of Federal Condidote Supported, State, District & Office Sought	Purpose of Expenditure	Does (month, day, year)	Amount
	Agreem Corner Section Legendrum			
Full Name, Mailing Address and ZIP Cods	for this Condidate—\$  Nome of Pederal Condidate Supercod.	Purpose of Expenditure	Date fronts.	Amount
of Each Payer	Surse, Diserter & Office Sought		der, year)	
				•
	The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon		The same of	

ATTACHMENTS 3a through 3e
1983 April Quarterly Report

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#### REPORT OF RECEIPTS AND DISBURSEMENTS For a Political Committee Other Then on Authorized Committee

83 JUL 15 A9: 10

(Burimery Page)

Name of Committee (in Full)	4 TYPE	OF REPORT Which ap	proprieto benes)
ANSAS DEMOCRATIC STATE COMMITTEE	WESA	pril 16 Quarterly Repo	n
	0,	uly 16 Questerly Repor	
Address (Number and Strest)	7 0	Icober 15 Quarterly Re	port
P.O. Box 1914	0	bruary 31 Year End Re	port
	0,	uly 31 Mid Year Repor	(Non-election Year Only)
City. State and ZIP Code	7 0	forthly Report for	
Topeka, Ks. 66601		wellth day report prec	(Type of Biocrean)
C Check if address is different than previously reported.		fection on	owing the General Election
FEC Identification Number			the State of
C00019380			tue 2016 04
B. D. This committee qualified as a multicandidate earn-		Termination Report	
mittee during this Reporting Period on (date)	(b) is the	his Report an Amendmo	
ŠURMARY		Column A This Period	Column B Columba Year-to-Date
Covering Period Jan 1, 1983 hrough Max 31, 16) Cash on Hand January 1, 18 83	Cross-	5	8 364.21
(b) Cash on Hand at Beginning of Reporting Pariod		8 364.21	7,14,1
(c) Total Receipts (from Line 18)			\$ 4033.50
(d) Subtotal (add lines 6(b)) and 6(c) for Column A and lines 6(a, and 6(c) for Column B)			\$ 4397.71
7 Total Disbursements (from Line 28)		8 2903.74	\$ 2903.74
Cash on Hand at Close of Reporting Period (subtract line 7 fro			8
Debts and Obligations Owed TO the Committee (Itemize all on Schedule C or Schedule D)			
O Debts and Obligations Owed BY the Committee (Itemize all on Schedule C or Schedule D)		<b>8</b> 45000.00	1
I sprify that I have at amount this Pap. (a) to the best or my knowledge to the primers: "Lambers.  Jim Plager, Assertant Treasurer Treasurer	p and ballot	Feder Tell	or biformation controls of Figure Commission res 800-424-9530 202-623-4086
WITHATURY OF THEADONGS STORY	2/10/8	haria,	to the ponellies of 2 U.S.C. \$4:
MOTE Summer on of false, erroneous, or incomplete information me			
MOTE full-mission of false, erroneous, or incomplete informsn ms  All provious various of FEC FORM 3 and FEC		basists and should no long	to yes

BEAR OF THE LAND BOOK STORY

#### DETAILED SUMMARY PAGE of Receipts and Disburgments (Page 2, FEC FORM SX)

Three of Commisses in Full	Report Corr. my the Retails	
KANSAS DENOCRATIC STATE CONSISTEE	hp: 1/1/031	3/31/83
L RECEIPTS	TO 1 THE PERSON	Column 6 Column Versedan
11.CONTRIBUTIONS Softer than learned PROMA	TO STANDARD	
bil Individuals/Parsons Other Than Rullshad Commission	4033.50	4033.50
Come Entry University 6 108.50		
& I Painted Party Committees		
&1 Other Pointsell Committees	4033.50	4033.50
MITOTAL CONTRIBUTIONS fether than torrelied 11e, 11b and 11c)	4033.50	4033.70
12 TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES		Maria de la Companya de la Companya de la Companya de la Companya de la Companya de la Companya de la Companya
13 ALL LOAMS RECEIVED		
14 LOAN REPAYMENTS RECEIVED		· / · · · · · · · · · · · · · · · · · ·
15 OFFSETS TO OPERATING EXPENDITURES (Robunds, Robotto, otc.)		
16 REF UNDS UP CONTRIBUTIONS MADE TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES		
17 OTHER RECEIPTS (Drindonds, Interest, etc.)		
18 TOTAL RECEIPTS (Add 114, 12, 13, 14, 15, 16 and 17)	4033.50	4033.50
II. DISBURSEMENTS	- CE . V	Elizabeth de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la constant de la const
19 OPERATING EXPENDITURES	2803.74	2803.74
30 TRANSFERS TO AFFILIATED/OTHER PARTY COMMITTEES		Alexander and the second
21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND OTHER POLITICAL COMMITTEES	100.00	. 100.00
22 INDEPENDENT EXPENDITURES (Um Schoolulo E)		
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES (2 U.S.C. §441eld!) (Um Bresule F)		
24 LOAN REPAYMENTS MADE		
26 LOANS MADE		
26. REFUNOS OF CONTRIBUTIONS TO	ter in the said the	white a district
(a) Individuals/Persons Other Than Palisted Committees		
& Painted Party Committees		
(c) Other Political Committees		
MITOTAL SS. TRIBUTION REFUNDS lade 28s, 38s and 38s1		
27.OTHER DISBURSEMENTS.		
28 TOTAL DISSUPSEMENTS (Add Lines 19, 20, 21, 22, 24, 26, 26, 26, 26, 26, 27)	2903.74	2903.74
III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITU	RES CONTRACTOR STE	
28 TOTAL CONTRIBUTIONS (solver than learns) from Line 116	4022 50 -	- 4033.50
30 TOTAL CONTRIBUTION REFUNDS from Line 284	-0-	-0-
31 NET CO 4TRIBUTIONS father than team) feditiret Line 30 from Line 281.	4033.50	4033.50
32 TOTAL OPERATING EXPENDITURES from Line 18	2902 74	1903.74
OFF SETS TO DEFRATING EXPENDITURES from Line 18	-0-	-10
14 NF 1 19 P A TING EXPENDITIONES (automore Line 33 from Line 33)	2803.74	14 2 2

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#### ITEMIZED DISBURSEMENTS

E. A. T.

Page 1 of 1 or cultivated to 10 cm construction of the December of the December Page 1

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Any information capital from such Paparts and Basements may not be call or used by any person for the purpose of aphabing compressions or to commercial purposes, other than using the name and address of any political committees to aphabit contributions from such committees.

Hymo of Committee (in Full)

#### Kansas Democratic State Committee

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THE RESERVE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE

L. Full Home, Molling Address and ZIP Code	Purpose of Didjurstment	Date Impath,	Amount of Lash
Holiday Inn City Centre	Rent	my, years	Deburament The Pariso
914 Madison Topeka, KS 66607	Disturbment for: Oftimery O'General O Other (speelfy):	2/12/83	1950.00
Fut Name, Mading Address and EP Code Highland Park Bank & Trust	Interest on Note	Date (menth, day, year)	Amount of Each Disbursament This Pariett
P. O. Box 5228 Topeka, KS 66605	Dispursement for: Offrimary O'General  O'Other (specify):	3/1/83	853.74
C. Full Name, Maring Address and EIP Code	Purpose of Dispursoment	Date (menth, ! day, year)	Amount of Earn Disbursement This Person
	Disbursement for: © Primary © General © Other (specify):		
D. Full Name, Mailing Address and ZIP Cods	Purpose of Disbursomens	Date (menth, day, year)	Amount of Each Disburgement This Period
	Disbursoment for: Offrimary O'General O'Other Specify):		
E Full Nome, Moiling Address and ZIP Code	Purpose of Disjursement	Date (menth, day, year)	Amount of Each Disbursement This Person
	Disbursement for DPrimary DGeneral  Other (specify)		
F Full Name, Mailing Address and ZIP Cods	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: ©Primary © General © Other (specify):		
G Full Name, Mailing Address and EP Code	Purpose of Disbursament	Date (month, day, year)	Amount of Each Disbursement This Person
	Disbursement for: Ofrimary Outcomed O Other (specify):		
H. Full Nome, Making Address and ZIP Co-	Curpose of Drabus semens	Date (month, day, year)	Amount of Earth Distruments This Period
	Disbursement for: ©Primary ©General  3 Other (specify):	A	
1. Full Name, Mailing Address and ZIP Code	Purpose of Disbursement	Date (menth, day, year)	Amount of Each  Disbursement This Re. or
	Disbu		

Highland Park Bank & Trust P.O. Box 5228 Topeka, Re. 66605		\$25,000.00	7. See	025,000.0
	<b>/83</b>	how to LL_S	IN TONY COMMEN	Second 1
Lit All Orderson or Characters (If cop) up tops A	1		10 Sec. 174.	
Robert L. Brock	Brock	Hotel Corp		1
4441 W. Airport Preeway	Convente			1
Irving, TX 75062		ident		
	1 2	000 00		
2. Full Name, Maring Address and SIP Code	1000001	Substantia .		
	Ourupote	n		
			,	Carry NX
		Just on 1804 Outstanding		
3. Full Name, Mailing Address and ZIP Code	Nome of	Imployer		
	Occupation	in		
	Amount	Dueranteed Oversanding:		
Highland Park Bank & Trust P.O. Box 5228 Topeka, Ks. 66605 Election Chimary Michael Comer (specify)		\$15,000.00		\$15,000.0
	/B3_	Interest Pare 11.5	(apr)	Secured
L et All Endorsers or Guarantors (if any) to Item 8				
1 Full home, Mailing Address and ZIP Code John Frieden		employed		
112 S.W. 6th St.	Occupati			
Topeka, Ks. 66601	Atto			
	Amount 8 5	Guaranteed Outstanding		
2 Full Name, Maining Address and ZIP Code	Nome of	Emeloyer		
Jim Parrish 36?2 S.F. Tomahawk	DECUPOR	Hotel Corp		
JUNANAWK		orney		
Topeka, Rs. 66605	Amount	5,000.00	alshad.	
Topeka, Rs. 66605		Employer	-	
Topeka, Rs. 66605	Name of	Atura Post C		
Topeka, Rs. 66605  3 Full Name, Marling Address and ZIP Code Gary Keller 3911 Mornigh Town Rd	Name of	nture Rest C		
Topeka, Rs. 66605	Adver Occupate Pres	en sident		
Topeka, Rs. 66605  3 Full Name, Mailing Address and ZIP Code Gary Keller 3911 Worwich Town Rd. ;	Adver Occupate Pres	90		

ATTACHMENTS 4a through 4f 1983 July Quarterly Report

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### Attachment-Selection

AND THE RESERVE

Por a Pulliford Committee Other Than an Authorized Commit

ALIGN ANEA	nenary Page)		MILIO AG:
1. Nome of Committee ('n Full)	4 TYPE OF RE	PORT CHAR	No banesi ·
KANSAS - MUCRATIC STATE COMMITTE	M CAPE II	0000	Ornator 16 Gard Land
Address (Number and Street)	Day 31	-	Election Year Only)
P.O. Box 1914		Reportus	
City. Sum and 21P Code  Topeka, Rs. 66601			in the State of
Check here if address is different than proviously report	Thirties	-	he General Election
2 FEC Identification Number C00019380		o*	Support
3. This committee qualified as a multicendidate committee this Reporting Period on	during (b) Is the Repor	T on Annual land	NO
SUMMARY		COLUMN	COLUMN B
S.C wering Period Apr. 1, 1983 through Jun	- 30,1983	RADIA	Calendar Year en l
8. (a) Cosh on hand January 1, 19_83		4	364.21
(b) Cash on Hand at Beginning of Reporting Feriod		1,450.57	
fc) Total Receipts (from Line 18)		23,364.26	\$ 27,397.
(d. Subtotal (add Lines 6(b) and 6(c) for Column A and		24,858.23	\$ 27,761.97
Lines 6(a) and 6(c) for Column 8) 7 Total Disbursements (from Line 28)		23.96.95	\$ 26,807.69
8 Cash on Hand at Close of Reporting Period (subtract Line 7)			\$ 954.28
		3,39	Control of
9 Debts and Obligations Owed TO The Committee (Itemize all on Schedule C or Schedule D)			
10. Debts and Obligations Owed BY the Committee		44.556.50	
Ecertify that I have examined this Report and to the best of my knowled it is true correct and complete	Ç. erd telef		
Jim Ploger, Asst_Treasurer			information contact rol Election Commission
Type a lambors of from y			Figs 807-474 9630
Am Xlbren	7/10/83	_	y 202 623 40 <b>8</b> 8
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12.TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES		96-92
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13. ALL LOAMS RECEIVED		
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18 OFFSETS TO OPERATING EXPENDITURES (Refunds, Release, etc.)	CHARLES NO PROPERTY	مريان المطاوعات
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES		
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17.OTHER RECEIPTS (Dividends, Interest, etc.)		
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18 TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 15, 16 and 17)		97.76
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19 OPERATING EXPENDITURES	7.403.95 10.2	07.69
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22 INDEPENDENT EXPENDITURES (um Schodula E)		
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26 REFUNDS OF CONTRIBUTIONS TO		F (1)
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(b) Political Party Committees		
1 !! TOTA' COT. THIS JOY REFUNDS (Add 28(s), 28(b) and 28(c)).	-	C 1 6 6 162
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30 TOTAL CONTRIBUTION REFUNDS from Line 38(d)	-0-	-0-
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37 TOTAL OPERATING EXPENDITURES from Line 19	7,403.95 10.2	07-69
33 OFFICE TO OPERATING EXPENDITURES from Line 18	-0-	-n
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L. Full Home, Molling Address and ESP Code	Purpose of Disbursomens	Dots Impath,	Amount of East
Highland Park Bank & Trust P.O. Box 5228	Loan Interest	day, year)	Danaman 1196.
Topeka, Rs. 66605	Disbursament for: Offringry O'General O Other (sessify):	4/29/83	\$1576.39 \$933.28
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Johnson County Treasurer Courthouse	Voter Print-out	day, year)	Disbursament This Per-
Olathe, Ks. 66081	Disburgment for: Offringry O'General  O'ther legislify):	6/16/83	\$67.50
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Douglas County Clerk Courthouse	Voter Print-out	6/16/83	S97.18
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Cincinnati, OH 45238	Disbursement for: Offermany O'General  O Other (specify)	6/27/83	\$1250.37
F. Full Name, Mailing Address and ZIF Godo	Purpose of Disbursement	Date (month,	Amount of Each
Barbara Rawlings 3754 Humboldt	Payroll	day, year)	Disbursement This Pri
Topeka, Ks. 66609	Disbursment for: Ofrimary O'General O'Other (specify):	6/27/83	\$431.91
G. Full Name, Mailing Address and ESP Code	Purpose of Disbursement	Dete Imenth.	Amount of Each
Patty Coffman 1306 Harrison, #34	Payroll	dov, year)	Diductoment This Per
Topeka, Ks. 66612	Disbursement for: Oftemory O'General O'M. (specify):	6/27/83	\$478.42
H. Full Nome, Maring Address and Zer Codo	Purpose of Disburnment	Date (month,	Amount of Each
Lisa Carlin Cedar Crest	Payroll	day, year)	Districtions This Per
Topeka, Ks. 66606	Disburgament for: Offinery OGeneral Di Other (specify):	6/30/83	
Ir Full Rome, Moving Address and 28º Code	Purpose of Disbursement	Date (menth,	Amount of far
Jim Ploger P.O. Box 2571	Payroll	day, year)	Disbursament This Pe
Topeka, Ks. 66601	Disbursement for: Offrimery O'General O'Other (specify):	6/30/R3	\$763.63

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#### ITEMIZED DISSURSEMENTS

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Any tofarristion expense from each Reports and Sectiments may not be eald or used by any parties for the purpose of establing equivilents or transmitted purposes, either using the name and address of any patitical committee to solicit contributions from such committee.

Name of Committee (in Pull)

#### KANSAS DEMOCRATIC STATE CONNITTEE

Highland Park Bank P.O. Box 5228	Furpose of Disbursament Loan Repayment	Der Imenth, day, year)	Amount of Each Disbursoment The Period
Topeka, Ks. 66605	Disbursement for Offilmary Memoral O Other (specify):	6/29/83	\$1,000.00
Full Name, Mailing Address and ZP Code	Purpose of Disbursomens	Date (menth, dev. year)	Amount of Each Disbursement This Period
	Disbursement for DPrimary D General D Other leastify)		
, Full Name, Mailing Address and EIP Code	Purpose of Disbursement	Date (month, day, year)	Amount of Late Disbursament This Period
	Disbursement for Ciftimory O'General  D'Other (specify).		
Full Name, Mailing Address and ZIP Code	Purpose of Didoursement	Date (menth, day, year)	Amount of Each Disbursement This Period
	Disbursament for: © Primary © General D Other (specify):		
. Full Name, Making Address and ZIP Code	Purpose of Disbursement	Dote (menth, day, year)	Amount of Each Disbursement This Period
	Disbursement for DPrimary DGeneral  Disbursement for DPrimary DGeneral		
Full Name, Mailing Address and EP Code	Purpose of Disbursement	Date (manth, dev, year)	Amount of Each Disbursement This Perior
	Disbursement for: OPrimary DiGeneral Di Other (specify).		
Full Norms, Moving Address and ZIP Cade	Purpose of Disbursement	Date (month, day, year)	Amount of Each Disbursement This Period
	Disbursement for: OPrimary O'General D Other (asserte):		
1. Full Name, Mailing Address and Zir Cade	Purpose of Disbursement	Date (manth day, year)	Amount of Each Disburseme it This Period
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Full Home, Meding Address and ZP Code	Purpose of Disbursement	Date (manth, day, year)	Amount of Earth Disbursement This Review
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The Market State of Consumers of early to tear A  Just All States are Consumers of early to tear A  Polit Name, Making Address and EP Sub Brock Hotel Corp.  Occupation  President  Amount Guranteed Currending  2 Full Name, Making Address and EP Code  Occupation  Amount Guranteed Currending  2 Full Name, Making Address and EP Code of Loan Source  Highland Park Bank & Trust P.O. Box 5228  Topeka, KS 66605  Secured Code of Name Brock  John Frieden  John Frieden  John Frieden  112 SN 664 Street  Topeka, KS 66601  Topeka, KS 66605  Full Name, Making Address and EP Code  Amount Guranteed Currending  \$2.0,000.00  \$1,000.00  \$20,000.00  \$1,000.00  \$20,000.00  \$1,000.00  \$20,000.00  \$1,000.00  \$20,000.00  \$20,000.00  \$1,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00  \$20,000.00	7.0. Box 5:78 Topeka, RS 66605		\$25,000.00	-0-	\$25,000.0
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2. Full Name, Maring Address and ZIP Code  8. Full Name, Maring Address and ZIP Code  8. Full Name, Maring Address and ZIP Code of Loss Source Highland Park Bank & Trust P.O. Box 5228 Topeka, KS 66605  First on Jhimary JGeneral Johns (postify)  Tamin Our Incurred LO/20/82 Date Doe 10/21/83 Instrast Rate 12.5-Natr)  10 Full Name, Maring Address and ZIP Code John Frieden 112 SM 6th Street Topeka, KS 66601  8. Full Name, Maring Address and ZIP Code Jim Parrish Jo 32 & Tomahawk Topeka, KS 66605  2. Full Name, Maring Address and ZIP Code Jim Parrish Jo 32 & Tomahawk Topeka, KS 66605  8. Full Name, Maring Address and ZIP Code Jim Parrish Jo 32 & Tomahawk Topeka, KS 66605  3. Full Name, Maring Address and ZIP Code Jim Parrish Jo 32 & Tomahawk Topeka, KS 66605  3. Full Name, Maring Address and ZIP Code Jim Parrish Jo 32 & Tomahawk Topeka, KS 66605  3. Full Name, Maring Address and ZIP Code Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish Jim Parrish			THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE S		-
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ATTACHMENTS 5a through 5e 1983 Year End Report

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# REPORT OF RECEIPTS AND DISSURGEMENTS For a Pullished Committee Other Than on Authorized Committee

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Topeka, Kansas 66601	- 0	oth day report following th	o General Europea
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2 FEC Identification Number C00019380			100 of
2 The committee qualified as a multicardidate committee during		Ingelon Report	
the Reporting Paried on .	Did to the Res	on an American	
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9 Covering Person 07/01/83 0000 12/31/	83	COLUMN A The Period	Columbs 8 Columbs Year on-Date
8 (at Cash on hand January 1, 1983	· · · · · · · · · · ·	Color Harry	364.21
Ibi Cash on Hand at Baynning of Reporting Parest		954.28	
(c) Total Recopts (from Line 18)		13,745.00	•41,142.76
(d) Subroug ladd Lines Sibl and Sici for Column A and		14,699.28	\$41,506.97
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7 Total Diductoments (from Line 20)		11,681.68	* 38,499.37
8 Cosh on Hand at Closs of Reporting Paried (subvest Line 7 from L		3017.60	3017.60
9 Dates and Obligations Owed TO The Committee	.2	•	
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DETAILED SUMMARY PAGE of Resides and Dispussions (Page 2, PEC FORM 3X)

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Mono Entry Universal 91			
(b) Polyted Party Commisses	3875.00	3875.00	1
tel Other Political Committees	1901 44	1421.33	4
tel TOTAL CONTRIBUTIONS feeter than learni leads 11 let, 11 lbl and 11 let)	5745.00	27145.84	
12.TRANSFERS PROM AFFILIATED/OTHER PARTY COMMITTEES.	8000.00	13996-92	
13 ALL LOAMS RECEIVED			
14 LOAN REPAYMENTS RECEIVED			
15 OFFSETS TO OPERATING EXPENDITURES Molanda, Relevan, etc.)	· ·		
16 REFUNDS OF CONTRIBUTIONS MADE TO FEDERAL CANDIDATES			
AND OTHER POLITICAL COMMITTEES			4
17. OTHER RECEIPTS (Dwdgrads, Interest, etc.)			
16 TOTAL RECEIPTS (Add 1116, 12, 13, 14, 15, 19 and 17)	13745.00	41142.76	
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21 CONTRIBUTIONS TO FEDERAL CANDIDATES AND		1 100.00	
OTHER POLITICAL COMMITTEES	1 . •	. ".	
22 INDEPENDENT EXPENDITURES (um Sababato E)	ALC: UNITED AND LO	PLANT DESIGN	
	15% A		4
23 COORDINATED EXPENDITURES MADE BY PARTY COMMITTEES		CONTRACTOR SERVICE	
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24 LOAN REPAYMENTS MADE	1051.39	2051 19	
	A Section 1	A NA	
25 LOANS MADS		16.82	M
26 PEFUNDS OF CONTRIBUTIONS TO	Section 19	的 医肾上腺	
(a) Individuals/Persons Other Than Patricial Committees (b) Patricial Parts Committees			~
fol Political Party Committees fol Other Political Committees			~
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27 OTHER DISBURSEMENTS			
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20 TOTAL DISBURSEMENTS (add lings 10, 20, 21, 22, 23, 24, 28, 28(d) and 27)	11681.68-	1 18164 1:	
	Election Care		
III NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES	A Section of the second states	El Maria Cara Maria	
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30 TOTAL CONTRIBUTION REFUNDS from Line 38161		•	
31 NET CONTRIBUTIONS lather than loonal ISUbtract Line 30 from Line 201	145 CC	Carlotte Carlotte	
37 TOTAL CIPERATING EXPENDITURES from Line 19	. 4. 3		
11 CFFSFTS TO OFFRATING EXPENDITURES from Line 18			

Any information cepted from such Reports and Susamons may not be cold or used by any parson for the purpose of coloring control commerced purposes, other than using the name and address of any Political committee to color, approximation from such committee.

Name of Committees (in Full)

PANCAC	DEMOCRATIC	STATE	COMMITTEE
R AR 3 A3		BIBLE	CUTTIALISE

A Full Name Matter Address and 200 Code	Purpose of Distancement	Case (manth,	Amount of Each
A Full Name, Whiting Address and 200 Class Pighland Park Bank & Trust 2100 SE 29th St.	interest on loan		Devenue The Pres
Topeka, KS 66605	Deburament for Officery Economic Office (general)	9/7/83	1051.39
Pitney Bowes P. O. Box 38460	Equipment rental	Dave (mgarh, day, year)	Amount of Each Diductionant This Paris
Louv, KY 40233	Disturbinant for Otherapy (General 2 Other Speedy)	9/7/83,	104.25
C. Fell Name, Meding Address and ESP Gods MCI	Purpose of Disbursament	Open brough, day, years	Arrest of East Description The Paris
P. O. Box 85182 Cincinnatti, OH 45201	Description to Offensy House Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committ		107.28
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F. Full Name, Marling Address and ZIP Gods	Purpose of Deburgament	Case treath.	Amount of Each
International Tours P. O. Box 1205	airfair computer maint	entrice"	Description for the
Mission, KS 66222	Disturbment for Officery & General Other (see: hy)	9/7/83	483.00
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ATTACHMENTS 7a through 7d 1984 July Quarterly Report

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2. FEC Identification Number C00019380	_ ~	in (	the State of
3. This committee qualified as a multicandidate commit this Reporting Period on 10000	ten during	rmination Report Report on Amendment?	] NO
SURMARY	L	9 - 2 N 10 N 10 N	
S. Covering Period 04/01/84 through	06/30/84	COLUMN A This Period	COLUMN 8 Calendar Year-to-Duto
6.(a) Cash on hand January 1, 19 84		· STATE	3017.60
(b) Cash on Hand at Beginning of Reporting Period		. 8017.60	The second second
(c) Total Receipts (from Line 18)		\$35,043.23	• 40,043.23
(d) Subtotal (add Lines 6(b) and 6(c) for Column A and .		\$43,960.83	* 43.060.83
Lines 6(a) and 6(c) for Column 8) 7 Total Disbursements (from Line 28)		\$15,608.01	* 15,608.01
8 Cash on Hand at Close of Reporting Period (subtract Line	7 from Line 6(d))	\$27,452.82	• 27,452.82
9 Debts and Obligations Owed TO The Committee	••••	•	
(Iternize all on Schedule C or Schedule D)  10 Debts and Obligations Owed BY the Committee			W. (1.5)
(Itemize all on Schedule C or Schedule D)		42,500.00	
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Bill Beachy, Assistant Treasurer			ideral Election Commission III Free 800-424-9630
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NOTE Submission of false, erroneous, or incomplete information ma	by subject the person signing th	is report to the penalties of 2 t	sc san
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(b) Political Party Committees		
(e) Other Political Committees	8000.00	13.000.00
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12 TRANSFERS FROM AFFILIATED/OTHER PARTY COMMITTEES	27.043.23	27.043.23
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17. OTHER RECEIPTS (Dividend), Interest, etc.)		The medical section of the
18. TOTAL RECEIPTS (Add 11(d), 12, 13, 14, 16, 16 and 17)	35,043,23	40,043.23
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28 TOTAL DISBURSEMENTS (edd lines 19, 20, 21, 22, 23, 24, 25, 26(d) and 27)	15,608.01	15,608,01
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III. NET CONTRIBUTIONS AND NET OPERATING EXPENDITURES		The state of
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31 NET CONTRIBUTIONS (other than loans) (Subtract Line 30 from Line 29)	8,000,00	13.000.00
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22 TOTAL OPERATING EXPENDITURES from Line 19	15,608,01	15,608.01
33 OFFSETS TO OPERATING EXPENDITURES from Line 18		15,608.01

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B Full Name, Mailing Address and ZIP Code of Lash Source HIGHLAND PARK BANK & TRUST P. O. Box 5228 Topeka, Kansas 66605  Election Officery Ogeneral Opinor (specify). Torms Date Incurred 10/20/82 Date Due		20,000.00	To Good	17,500.00
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Jack Mark



### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

RQ-2

MAY 2 1984

Lary Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

Identification Number: C00019380

Reference: July Quarterly Report (4/1/83-6/30/83)

Dear Mr. Gates:

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This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedules A and C of your report (pertinent portions attached) disclose contributions which appear to exceed the limits set forth in the Act. The Act precludes a political party committee from accepting contributions in excess of \$5,000 in a calendar year from an individual. This limitation includes the amount that an individual may endorse or guarantee for loans to the you have received an committee. If excessive contribution, the Commission recommends that you refund the amount in excess of \$5,000 or obtain additional endorsers or guarantors for loans so that no individual exceeds the \$5,000 limitation. The Commission should be notified in writing if a refund is necessary or an amended report should be submitted disclosing Schedule C the names of any additional endorsers or quarantors.

If you find the contributions in question were disclosed incompletely or incorrectly, please amend your report with the clarifying information.

Although the Commission may take further legal steps concerning the acceptance of an excessive contribution, prompt action by you to remedy this matter will be taken into consideration by the Commission.

-On Schedule A supporting Line lla of the Detailed Summary Page, your report disclosed contributions from individuals which omit occupation and name of employer. Please amend your report by supplying the omitted information.

Note: If your committee has made at least one effort per solicitation, either by a written documentation or by an oral request documented in writing, to obtain this information from the contributor, your committee may have exercised "best efforts" and need only confirm this effort in writing. (11 CFR 104.3(a)(4)(i) and 104.7)

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048

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Sincerely,

Mule Tangney
Mike Tangney

Reports Analysis Division



### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

RQ-3

May 24, 1984

Larry Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

Identification Number: C00019380

Reference: July Quarterly Report (4/1/83-6/30/83)

Dear Mr. Gates:

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This letter is to inform you that as of May 23, 1984, the Commission has not received your response to our request for additional information, dated May 2, 1984. That notice requested information essential to full public disclosure of your Federal election financial activity and to ensure compliance with provisions of the Federal Election Campaign Act (the Act). A copy of our original request is enclosed.

If no response is received within fifteen (15) days from the date of this notice, the Commission may choose to initiate audit or legal enforcement action.

If you should have any questions related to this matter, please contact Mike Tangney on our toll-free number (800) 424-9530 or our local number (202) 523-4048.

Sincerely,

John D. Gibson

Assistant Staff Director Reports Analysis Division

Enclosure

Attachment 10

TELECON WITH: Bill Beachy

CANDIDATE/COMMITTEE: Kansas Democratic State Committee

DATE: July 9,1984

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SUBJECT: Loan endorsements by an individual

I telephoned Mr. Beachy to determine why a response had not been received concerning the loan endorsements by an individual which exceeded the contribution limitations. He stated that it was the intention of the committee to renegotiate the loans with the bank and have additional individuals as endorsers so that no one would exceed the \$5,000 limitation. However, he would not be able to do this until after returning from the national convention. Mr. Beachy also stated that he would provide a response immediatly indicating the committees intention to renegotiate the loan.



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## Kansas Democratic State Committee

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See Pearly

July 12, 1984

Mr. Mike Tangney Reports Analyst Reports Analysis Division Federal Election Commission Washington, D.C. 20463

Dear Mike:

Thanks for your call earlier this week regarding the status of the question raised in your May 2 letter about the July 1983 quarterly report.

My understanding is that we need to find new guarantors for the two loans appearing in that report (and subsequent reports) so that no single guarantor is responsible for more than \$5,000.00.

Our State Chairperson is currently in the process of working with her predecessor, who resigned last September, to come up with additional guarantors for those two loans. She had to postpone their lunch planned for last week, but will be back in touch with him as soon as we get back from next weeks' National Convention, which you could imagine has been keeping us all very busy.

In addition, mail will be going out from this office next week to those who made donations over \$200.00 to get their occupation and employer's name for the same report.

Again, I apologize for the time this is taking. As I mentioned to you before, the records I inherited here last winter, after the change in Party leadership and resulting total staff changeover, were not in very good order. As you know, we are now caught up on all our past reports and will be getting you this information as soon as possible.

Sincerely

Mill Beachy

Executive Director



### FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

RQ-2

August 7, 1984

Larry Gates, Treasurer Kansas Democratic State Committee P.O. Box 1914 Topeka, KS 66601

Identification Number: C00019380

Reference: Year-End (7/1/83-12/31/83), April Quarterly (1/1/84-3/31/84) and July Quarterly (4/1/84-6/30/84) Reports

Dear Mr. Gates:

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This letter is prompted by the Commission's preliminary review of the report(s) referenced above. The review raised questions concerning certain information contained in the report(s). An itemization follows:

-Schedule C of your April Quarterly Report discloses a loan repayment of \$1,500. However, your report Joes not disclose any disbursements made during the period. If a payment on the loan was made this information should be itemized on Schedule B and included in the disbursement figures of the report. Please be advised that if a change in total disbursements is made, all subsequent reports should be amended to reflect any change in cash-on-hand.

-In addition to the above referenced matter, Schedule C of your reports does not disclose due dates for the bank loans received in October of 1982. Under 11 CFR 100.7(b)(11), "[a] loan of money by a State bank, a Federally chartered depository or a depository whose deposits and accounts are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration is not a contribution by the lending institution if such loan is made in accordance with applicable banking laws and regulations and is made in the ordinary course of business."

Because your committee's reports have disclosed—only limited payments toward the interest and principal, and the terms have not been fully provided, it appears that these loans may not have been made in the ordinary course of business. This may be a violation of 2 U.S.C. §44lb, which prohibits a national bank or a corporation from making contributions.

Please provide a detailed explanation regarding the loans. Although the Commission may take further legal steps concerning these matters, your prompt action will be taken into consideration.

An amendment to your original report(s) correcting the above problem(s) should be filed with the Federal Election Commission within fifteen (15) days of the date of this letter. If you need assistance, please feel free to contact me on our toll-free number, (800) 424-9530. My local number is (202) 523-4048.

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Sincerely,

Mike Tangney Reports Analyst

Reports Analysis Division

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ROCK, PRIK COMMITTEE TO SLECT GLEN BYERS TO CONGRESS 82HSE/229/0168 4379711 CONTRIBUTION	LOOKOUT MOUNTAIN BROCK CANDY CO.	TN 37350 OCTOBER QUARTERLY 30AUGB2	GENERAL	500
ROCK, PAUL K BEARD '82 COMMITTEE 825EW/002/3220 #130456 CONTRIBUTION	BROCK CAMBY COMPANY	TN 37350 YEAR-END BSEP81	PRIMARY	1,000
ROCK, PEGGY REPUBLICAN NATIONAL COMMITTEE - CONTRIBUTIONS (ARM REPUBLICAN R 82FEC/227/3751 #148297 CONTRIBUTION	HATIONAL FINANCE COMMITTE	TN 37350 E APRIL QUARTERLY 4FEB82	PRIMARY	500
DROCK, R A COMMITTEE TO ELECT GLEN BYERS TO CONGRESS 82HSE/237/3825 #379690 CONTRIBUTION	CHATTANOOGA	TN 37402 POST-GENERAL 180CT82	GENERAL	700
DROCK, R A MR BEARD '82 COMMITTEE 82SEN/002/3236 #130644 CONTRIBUTION	RICHMAR, INC	TN 37350 YEAR-END 8SEP81	PRIMARY	1,000
BEARD '82 COMMITTEE BESEN/015/0919-0574579 CONTRIBUTION	LOOKOUT MOUNTAIN	TH 37350 OCTOBER QUARTERLY 175EP82	GENERAL	500
BROCK, BLEMARD A TEMMESSEE FEDERAL ELECTION ACCOUNT VICTORY '82 82FEC/252/0357 #303374 CONTRIBUTION	LOOKOUT MT RICHMAR INC	TN 37350 OCTOBER QUARTERLY 1SEP82	PRIMARY	500
ROCK, ROBER L VANDERGRIFF FOR CONGRESS 82HSE/237/2170 #396789 CONTRIBUTION	TOPEKA BROCK MOTEL CORPORAT	KS 66607 POST-GENERAL ION 280CT82	GENERAL	1,000
LEMOCRATIC CONGRESSIONAL CONTRIBUTION SINSE/205/1844 #025226 CONTRIBUTION		AUGUET MENTE	PRIMARY	1,000
MOCK, ROBERT NATIONAL CONSUMER FOR THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERT	MEMPHIS CITY FINANCE CO	TN 38117	PRIMARY	500
PROCK, ROBERT BLACKBURN FOR CONGRESS COMMITTEE #245E/221/1651 #267300 CONTRIBUTION	TOPEKA BROCK HOTEL CORP	KS 66604 JULY QUARTERLY 23APRE2	PRIMARY	50C TERMINATED
POCK, ROBERT JIM SLITTERY FOR CONGRESS COMMITTEE	TOPEKA SROCK HOTEL INC	KS 66611 YEAR-END 23DEC81	PRIMARY	1,000

Subtotal: \$2,500

Attac	hm	ent	13	3
(Page	2	of	31	_

	N COMMISSION		DATE	11JANS-	1
SELECTED LIST OF RECEIPTS SECTION 1	& EXPENDITURES (G) (81- - INDIVIDUAL CONTRIBUT			AGE 16P1	i
UNTRIBUTOR/LENDEN/TRANSFERRER STREET ADDRESS REPORTING ENTITY MICROFILM LOCATION TRANSACTION TYPE	C1TY	STATE ZIP TYPE OF F REPORT TYPE DATE	ILER ELECTION	AMOUN?	
BROCK, ROBERT JIM SLATTERY FOR CONGRESS COMMITTEE 83MSE/250/0536 #412260 CONTRIBUTION	DALLAS BROCK HOTEL CORP	TX 75205 OCTOBER QUARTERLY 27AUG82	GENERAL	1,000 AMENDMENT	
DENDERATIC CONGRESS MO12960 CONTRACTOR	TOPEKA TOPEKA INN MANAGEMEN	KS 66611 MID-YEAR REPORT IT INC /MAY81	MIMARY	5,000	
DROCK, ROBERT L DNC SERVICES CORPORATION/DEMOCRATIC NATIONAL COMMITTEE B1FEC/195/2807 #015449 CONTRIBUTION	BROCK HOTELS INC	KS 66604 PRE-SPECIAL ZAPRE1	PRIMARY	600	
DROCK ROBERT L DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI SERVICE DRI	TOPEKA BROCK HOTELS INC	PRE-SPECIAL 23APR81		5,000	The same
BROCK, ROBERT L GLICKMAN FOR CONGRESS COMMITTEE 81HSE/204/0869 #045765 CONTRIBUTION	TOPEKA ATTORNEY	KS 66604 MID-YEAR REPORT 23JUN81	PRIMARY	1,000	
BROCK, ROBERT L DEMOCRATIC CONGRESSIONAL DINNER COMMITTEE 82FEC/227/3504 8147394 CONTRIBUTION	TOPEKA BROCK HOTEL CORPORAT	KS 66604 APRIL QUARTERLY TION THARB2	PRIMARY	2,000	
BROCK, ROBER: L BIRCH BAYH FOR SENATOR COMMITTEE 875EN/001/3344 8174436 CONTAIN	TOPEKA	TOEC81	GENERAL	500	
BROCK, ROBERT L SENATOR LLOVO BENTSEN ELECTION COMMITTEE 825EN/003/0545 #182375 CONTRIBUTION	BROCK HOTEL CORP	YEAR-END 8SEP81	PRIMARY	500	
BROCK, ROBERT L INN/PAC INT'L ASSN OF HOLIDAY INNS INC POLITICAL ACTION COMMITTE 82FEC/237/1251 #207892 CONTRIBUTION	E HOLIDAY INN	KS 66604 JULY QUARTERLY 29APR82	PRIMARY	1,000	1
BROCK, ROBERT L DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE INC 82HSE/223/2168 #215457 CONTRIBUTION	TOPEKA BROCK HOTELS INC	KS 66611 JULY MONTHLY 28JUM82	PRIMARY	500	
BROCK, ROBERT L GLICKMAN FOR CONGRESS COMMITTEE 82452/3946 #247459 CONTRIBUTION	TOPEKA ATTORNEY	KS 66604 JULY QUARTERLY ZOAPR82	PRIMARY	50C	
BROCK, ROBERT L DEMOCRATIC SENATORIAL CAMPAIGN COMMITTEE 82SEW/013/2528 #27506~ CONTRIDUTION	TOPEKA BROCK HOTE: CORPORAT	KS 66604 OCTOBER QUARTERLY TION 3MARB2	PRIMARY	500	

Subtotal: \$7,000

# Attachment 13 (Page 3 of 3)

FEDERAL	ELECTION COMMISSION		DATE	11JANTA
SELECTED LIST OF R	ECEIPTS & EXPENDITURES (G) (81-8 ION I - INDIVIDUAL CONTRIBUTI	2) ons	P	AGI '.e.
'UNTIBUTOR/LENDER/TRANSFERRER STREET ADDRESS REPORTING ENTITY MICROFILM LOCATION TRANSACTION TYPE	CITY	STATE ZIP TYPE OF F REPORT TYPE DATE	ILER ELECTION	Ам. 4
BROCK, ROBERT L DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE INC 82MSE/232/3068 #276712 CONTRIBUTION	TOPEKA BROOK HOTEL CONF	KS 66611 OCTOBER MONTHLY 225EF82	PRIMARY	5,00
BROCK, ROBERT L LEMOCRATIC HOUSE & SENATE COUNCIL B2FEC/247/1744 #276746 COMTRIBUTION	TOPENA BROCK HOTEL CORPORATI	KS 6600- OCTOBER QUARTERLY ON 6JUL82	PRIMARY	1,50
BROCK, ROBERT L DEMOCRATS FOR THE 80'S INC 82FEC/253/2790 #306997 CONTRIBUTION	IRVING BROCK HOTEL CORPORATI	TX 75602 PRE-GENERAL ON 130CT82	PRIMARY	5,00
BROCK, ROBERT L ROWE FOR CONGRESS BZMSE/227/2322 #323634 CONTRIBUTION	TOPEKA BROCK HOTEL CORP.	KS 66604 OCTOBER QUARTERLY 30JUL82	GENERAL	50
BROCK, ROBERT L DEMOCRATIC CONGRESSIONAL CAMPAIGN COMMITTEE INC 82MSE/237/4380 #357749 CONTRIBUTION	IRVINGTON BROCK HOTELS	TX 75042 POST-GENERAL 180CT82	PRIMARY	2,50
BROCK, ROBERT L TEXAS DEMOCRATIC PARTY-FEDERAL 82FEC/259/0584 #359677 CONTRIBUTION	TOPEKA	KS 66004 POST-GENERAL 250CT82	PRIMARY	50
BROCK, ROBERT L MARTIN FROST CAMPAIGN COMMITTEE (82) 82HSE/238/3652 #376171 CONTRIBUTION	BROCK HOTEL CORP.	TX 75205 POST-GENERAL 250CT82	GENERAL	50
BROCK, ROBERT L KOSTAR FOR CONGRESS COMMITTEE 82HSE/227/0346 #396673 CONTRIBUTION	TOPEKA BROCK HOTELS, INC.	KS 66604 OCTOBER QUARTERLY 3AUG82	GENERA.	1,00
BROCK, ROBERT L DNC SERVICES CORPORATION/DEMOCRATIC NATIONAL COMMITTEE 83FEC/274/1222 #411090 CONTRIBUTION	TOPEKA BROCK HOTEL CORP	LE MONTHLY 24MAY82	PRIMARY	50 AMENDMEN
BROWN TO THE SENATE 825EN/0197131 MIRES CONTRIBUTION	CATHEDRAL CITY HOUSEWIFE	POST-GENERAL 260CT82	GENERAL	
BROCK, W E III CATHERINE BERTINI FOR CONGRESS  82MSE/211/1031 #188815 CONTRIBUTION	WASHINGTON U S GOVERNMENT	DC 20008 PRE-POLIMEY	PRIMARY	1,000
BROCK, W E III CIT.ZEMS TO ELECT DOM SUMDQUIST TO CONGRESS E2NSE/231/4343 #379398 CONTRIBUTION	U. S. MOVERNMENT	OCTOBER QUARTERLY 20SEP8	GENERAL	1,00

Subtotal: \$17,000

Total: \$26,500

67

### ITEMIZED RECEIP

VANDERGRIFF FOR CONGRESS  Pull Name, Malling Address and ZP Code	Name of Employer	Date (menth.	Amount of Each
Roland Boyd 616 Finch McKinney, Texas 75069	Self Employed		Receipt this Period
Nessipt Fer: D Primary CPGeneral	Occupation Attorney		
O Other (specify):	Aggregate Year to-Date-\$ 255.00		
B. Full Name, Mailing Address and ZIP Code Marshall Brachman 3840 Bellaire Circle Fort Worth, TExas 76109	Name of Employer Self Employed	Dess (month, day, year) 10-21-82	Amount of Each Receipt This Period \$250.00
Receipt For: O Primery & General	Independent Oil Producer		
O Other (specify):	Aggregate Year-to-Date8 750.00		
Rober L. Brock 3149 SW 15th Street Topeka, Kansas 66607	Brock Hotel Corporation	Dese (month, day, year) 10-28-82	Amount of Each Receipt This Period \$1,000.00
Receipt For: D Primery D'General D Other (specify):	Occupation Chairman of Board President Appropriate Year-to-Date-\$1,000,000	Will server a con-	
D. Full Name, Mailing Address and ZP Code	Name of Employer	Date (month.	Amount of Each
Cantey, Hanger, Gooch, Munn & Collins 1800 First Nat'l. Bank Bldg. Fort Worth, Texas 76102	Law Firm	dev. year)	Records This Period \$500.00
Receipt Fer: O Primary Q@eneral O Other Specify):	Attorney Aggregate Year-to-Date-8 500,00		
E. Full Name, Mailing Address and ZP Code	Name of Employer	Date (ment).	Amount of Each
Ross M. Carey Route #1 Argyle, Texas	Self Employed	dev. year)	Receipt This Parted \$250.00
Receipt For: O Primary CiGeneral	Occupation Dickey Hearing Aid-Owner-Ft. Worth		
© Other (specify):	Approprie Year-to-Date-8 250.00		
F. Full Name, Mailing Address and ZIP Code O. V. DiSciullo 210 West South Street Arlington, Texas 76010	Nome of Employer Self Employed	Date (menth, day, year)	Amount of Both Receipt This Period \$300.00
Receipt For: O Primary O'General	Occupation Engineer		
O Other (specify):	Aggregate Year-to-Date -\$ 400.00		
G. Full Name, Malling Address and EP Code Carl R. Gross 3103 Avon Drive	Name of Employer  Retired U. S. Governmen		Amount of Each Receipt This Period
Arrington, Texas 76015	Employee  Osseption Retired	11-5-82	\$53.10
D Other Spesify):	Aggregate Very-to-Date-\$253.10		

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Burning Page

Blackburn for Congress Committee  A. Full Name, Mailing Address and ZP Code	Name of Employer	I 0000 (	
Jim Watson 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson	Date (month, day, year) 4/21/82	Amount of Each Receipt this Period \$250.00
Receipt For: Et Primery D General	Occupation Partner		
C Other (specify):	Aggregate Year-to-Date-\$ 250.0	0	TANKS OF THE STREET
Gaynell Methvin 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson & Barbee	Dete (month, day, year) 4/21/82	Amount of Each Receipt This Period \$250.00
Receipt For: 30 Primery D General	Partne.		
D Other (specify):	Aggregate Year-to-Date-8 250.0	0	
C. Full Name, Mailing Address and ZIP Code C. Ted Raines, Jr. 4700 First International Bldg. Dallas, Texas 75270	Johnson, Swanson & Barbee	Date (month, dev, year) 4/21/82	Amount of Each Receipt This Period \$250.00
Receipt For: M Primery D General D Other (specify):	Occupation Partner		
D. Full Name, Mailing Address and ZIP Code	Aggregate Year-to-Date-8 250.0		45.4
Jack Dahlstrom P. O. Box 780 Buda, Texas 78610	Name of Employer Dahlstrom Corp.	Dets (month, day, year) 4/23/82	Amount of Each Receipt This Period \$1,000.00
Receipt For: CKPrimery D General D Other (specify):	President Appropria Year-to-Daw-8 1,000		
E. Full Name, Molling Address and ZIP Code  Richard C. Strauss 4255 LBJ, Suite 130 Dallas, Texas 75234	Name of Employer Realty Development	Date (month, day, year) 4/23/82	Amount of Each Receipt This Period \$500.00
Receipt For: XX Primary D General	President		
D Other (specify):	Aggregate Year-to-Date-\$ 500.0	0	
F. Full Name, Mailing Address and ZIP Code  Mike McKool, Jr.  4700 First International Bldg. Dallas, Texas 75270	Name of Employer Johnson, Swanson & Barbee Occupation	Dess (month, day, year) 4/23/82	Amount of Each Necessit This Period \$400.00
Receipt For: XXX Primary D General D Other (specify):	Partner Aggregate Year-to-Date-\$ 400.0		
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (month,	
Robert Brock 3149 Southwest 15th -Topeka, Kansas 66604	Brock Hotel Corp.	day, year) 4/23/82	\$500.00
-Micelpt For: XXPrimary D General D Other (specify):	Chmn. of the Board Agerepate Year-to-Date-\$ 500.0	1	AT

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OF COMMITTEE (in full):  Slattery for Congr ID:C00148692//0982  NE, MAILING ADDRESS & SIP CODE   NAME OF EMPLOYER:		
NAME OF EXPLOYER:	MIDDIYY RECEIPT	
OCCUPATION:   Businessan   AGERGATE YES	\$1,000.00	
NAME OF ENGLOYER:	DATE   AMOUNT ( MM:DD:YY   RECEIPT	
OCCUPATION: Bonomaker AGGREGATE YED:	\$1,000.00 \$1,000.00	
Self-employed	DATE   AMOUNT ( MM:DD:YY   RECEIPT	
	12/23/80 \$500.00 \$500.00	
NAME OF ENFLOYER:	DATE AMOUNT MM:DD:YY RECEIPT	
OCCUPATION:   Homomeker   AGGREGATE YED	12/30/81 \$500.00 \$500.00	
NAME OF EMPLOYER: Salina Schools	DATE AMOUNT   MIDDIYY   RECEIPT	
OCCUPATION: Teacher AGGREGATE YID	12/30/81   \$500.0	
	Brock Hote! Inc  OCCUPATION: BUSINGSAME YED:  NAME OF EMPLOYER:  COCUPATION: BOSSAME YED:  NAME OF EMPLOYER:  Self-employed  COCUPATION: Distributor AGGREGATE YED:  NAME OF EMPLOYER:  COCUPATION: BOSSAME YED:  NAME OF EMPLOYER:  Salina Schools  COCUPATION:	

6/23/83

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By any person for the purpose of soliciting contributions or for commercial!

purposes, other than using the name and address of any political committee!

to solicit contributions from such committee.

NUC OF CONCETTES (in full):	Elettery for Congr ID: C00148692 - 09	ess Counit 2230	tee
VLL NOW, MAILING ADDRESS & SIP CODE Mary Prances Anderson 2501 MV 35th Terr.	NAME OF IMPLOYIES	DATE	
Topeka, Re 66611  BECRUFT FOR Primary Election	OCCUPATION:   BOACTARISE   AGGREGATE YED:	07/28/82	9500.00
VILL NAME, MAILING ACCRESS & SIP CODE Phillip Baker 3133 W. 15th	DIAME OF BRIFLOSER:	DATE   SELIDDIYY	MODEL
Popula, Ra 66604 MRCRIFT FOR General Election	OCCURATION: Physician ACCREGATE YED:	09/27/82	00.0028
John Bottenberg 413 My eding	SUME OF BUTLOWSKI	MIDITY	MCCN,D
Bolton, No. 66436 RECEIPT FOR General Election	COMMITTEE :   Self-employed   AGGMEGATE TED:	09/20/82	\$100.00 1,100.00
FOLL MANE, MAILING ADDRESS & SIP CODE Carol Brock 4260 Bordseux	HAME OF ENGLOSER:	MIDDITY	MCCALL MCCALL
Dallas, Tx 75205 RECEIFT FOR Primary Election	OCCUBATION: Bonemaker AGGREGATE YED	i [	00.000,100 1,000.00
FUEL MANNE, MAILING ADDRESS & SIP CODE Robert Brock 4260 Bordmann	Brock Botel Corp.	MI:D:YY	MOONE
Dalles, TX 75205	OCCUPATION:	08/27/42	1,000.00

| SUBTOTAL of Receipts This Page (optional) ......

\$3,100.001

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Surmary Page

rmential purposes, other than using the name and address of the of Spannisses (in Full)  GLICOPAN FOR CONGRESS CONSTITUTE			4377-5313-
Pull Name, Malling Address and E.P Code	Name of Employer	Date Imports,	Amount of Each
JULIAN J. ROLHBALM 2505 East 38th Street Tulsa, Oklahoma	Francis Oil & Gam, Inc.	6/22/81	Receipt the Period
Poster For: Primary D General D Other (specify):	Occupation Businensman Approprie Year to Date: 8 200		
Pull Name, Malling Address and ZIP Code	Name of Employer	Date (month.	Amount of Each
JOSEPH S. KANTOR 2001 Philtower Bldg. Tulsa, Oklahoma 74103	Kantor Oil Company	6 21 H1	Receipt This Period
eceipt For: Primery D General	Businessian		100
Other (specify):	Approprie Year-to-Date- 8 100	100	Ame == =4.0 ==5
R. D. AND JOAN D. HUBBARD	AFG Industries, Inc.	Date (munth, day year)	Amount of Each Receipt This Period
132 Crown Colony Kingsport, Tennessee 37660	Octoberion	6/21/11	250
Scotpt Fer: S'Fringry D General D Other (specify):	Aggregate Year-to-Cete-\$ 25(1)	1	
, Full Mante, Malling Address and ZIP Code	Name of Employer	Dete (month,	Amount of Each
ROBERT W. BUSHA 6811 Kenilworth Avenue	Self	day, year)	Receipt This Parlad
Riverdale, Maryland 20840	Occupation At torney	6/23/81	125
Other (specify):	Approprie Year-to-Date -\$ 125		
Foll Name, Mailing Address and ZP, Codo ROBERT L. BROUK	Name of Employer Self	Date (month, day, year)	Amount of Eash Recept This Period
3149 S.W. 15th Street Topeka, Kansas 66604	Occupation	6/23/81	1,000
Receipt For: Primery D General	Attorney		
D Other (specify):	Aggregate Year-to-Date-\$ 1,000	Dam (month.	Amount of Each
F. Full Nome, Meiling Address and ZIP Code  CARLE M. AND JOLLENE HUNT  1019 North 2nd	Riverside Farms	day, year)	Receipt This Period
Arkansas City, Kansas 67005	Occupation Owners	6/23/81	100
O Other (specify):	Agyregate Year-to-Date - \$ 100		
G. Full Name, Mailing Address and ZIP Code	Name of Employer	Date Importh	Amount of Each
JOHN A. O'LEARY, JR. Box 303	People's State Bank	dev. year)	Receipt This Period
Luray, Kansas 67649	Occupation	6/23/81	100
Receipt For: # Primary D General D Other Especify):	Banker Apprepare Year-to-Date - \$ 100		1
SUBTOTAL of Receipts This Page (appliant)		_	1,875

### FOR LINE SHOW INDIVIDUAL RESERVE

MEN CONST		gecondition ges mess assesse		-	des sett of	MONEY	VEM-TO-BOTH OCCUPANT
Hoch, Bisherd L. 20 Onl Ste Colony (		Servetor 1975 Century Park East		103	9.44.4	<b>10-30-62</b>	\$0,400.40
Rel ibe	Ch 90265	Los Angeles CA S	9467				•••
Nomen, Berg C.  8512 Binghampton    Opper Berlboro	90 . Place 80 20070	Clerk  Office of the Postnerter  U. S. House of Represent  0-227 Longworth House Of  Bookington DC 2	latives ffice incling		100.00	a-39-65	164 .60
Agriction, C. Elino (1997 Baselstack B Est Spor Berlboro		Deputy Postmester U.S. Nouse of Representa 8227 Longworth Nouse Of Backington BC	fice Bldg.			63-39-65	100.00
Frager, Balter S. CV 697 Farmell Brave CV Madison	Br . BI 53764	Pice President Oscar Mayer & Company Post Office Box 7108 Madison HT	53767		150.00	0-25-62	150.0
<b>Gryck, Robert L. 19</b> 160 S.M. 15th St	Br . Lreet S6684	President Brock Notel Corporation 2209 Mest 29th Street	66611		. •	63-61-62	2,000.5
Bucksbaum, Hartan 5220 Harwood Drin Des Hoines	fir . re 18 50312	Chairman General Grouth Companie 215 Keo. P. O. Box 1536 Bes Moines IA	<b>16</b>		1.444.04	<b>63-22-42</b>	1,200,0
Butcher, Jacob F. Route 4, Valley (	Or . Or ive TN 37716	Chairman of the Board United American Bank Post Office Box 200 Knoxville TN	37901		\$,400.00	<b>19-8-4</b> 2	<b>5.0</b> 00. <b>0</b>

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r. Rock Brench .0. Sot 237 laco, TX 76703	<b>508.00</b>	Seak Steneh Dis Self Buplayed 12/08/01	tributing Co.
operable 0. E. Brand ity Hell ichlien, TI 78501		Griffith & Bres Self Employed	d Produce
( )	\$ 500.00	10/01/81 P	\$ 500.00
r. Thomas C. Brickle 188 17th St. HW lashington, DC 20006		Self Employed Attorney	
	\$ 1000.00	08/06/81 P	\$ 1000.00
r. R. W. Briggs, Jr.		fordyce Chairman of the	Board
lictoria, TX 77901	\$ 100 <b>0</b> .00	12/11/81 P	\$ 1000.00
irs. R. W. Briggs, Jr. 1001 Bluebonnet Victoris, TX 77901		. Housewife	• •
	\$ 1000.00	12/11/81 P	\$ 1000.00
ir. Robert L. Brock 149 SV 15th Street		Brock Hotel Con Predicest	P.
Topeka, KS 66604	<b>₹.</b> *	09/Q8/81 P	<b>\$</b> 500.00

TOTAL THIS PERIOD (LAST PAGE OF THIS PART ONLY)

Ary information copied from such reports or statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

### ITEMIZED RECEIPTS

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Rise asserts of the Constant
Survey Age!

INN/PAC C-00084822 6/30/82			
Richard E. Wilbourn II  P. O. Box 1389  Heridian, NS 39301	HOLIDAY INN Horidian, MS	day, years 4/ 5/82	Amount of Each Person this Person \$ 200.00
Receipt For O Primary 30 General	Convention Hanagement - EI		
D Other (spacify)	Aggregate Year to-Date - 8		
Sam S. Schahet 3737 N. Meridian St. Indianapolis, IN 46208	HOLIDAY LIN Indian. rolis, IN	dev. yeer! 4/16/82	Amount of Each Receipt The Period
Receipt For D Primary 20 weners	Occupation Management - M1		
D Other (specify)	Approprie Year-to-Date-8		
Ran Hankamer 6150 Richmond	HOLIDAY INN Houston, TX	Date (month, day, year)	Amount of Each Receipt This Perio
Houston, Tx. 77057	Occupation Hanagement - BI	4/29/82	1,200.00
Other (specify)     Full Name, Malling Address and ZSF Code	Aggregate Year-to-Date - \$		
D. J. Jones Rt #3, Box 680 Center, TX 75935	Name of Employer BOLIDAY DIN Center, TX	Dete (month, day, year)	Amount of Each Receipt This Perio
Receipt For D Primery 3D General	Occupation Management - HI		
C Other (specify)	Appreprie Year-to-Date - 8		
Robert L. Brock 3149 SW 15th St. Topeka, RS 66604	HOLIDAY INN Topeka, KS	Dare (month, day, year) 4/29/82	Amount of Each Records This Period 1,000.00
Receipt For D Primary ID General C Other (seec.ly)	Occupation Hanagement - HI Approprie Ver 10-Date - 8		
F. Full Name, Moding Address and ZP Code	Name of Employer	Dete Impnth.	Amount of Each
Don Irwin 22900 Michigan Avenue Dearborn, MI 48124	HOLIDAY INN Dearborn, MI	5/17/82	Receipt This Period
Receipt For D Primary To General	Occupation Management - HI		
D Other (specify)	Aggregate Year-to Date - \$		
G. Full Name, Meiling Address and 2IP Code "Sam Friedman"	Name of Employer HOLIDAY INN	Dete (month, day, year)	Recept This Period
P. O. Box 795 Natchitoches, LA 71457	Natchitoches, LA Occupation Management - HI	3/27/82	1,950.00
Receipt For D Primary Of General C Other (specify)	Aggregate Year-to-Date-\$		

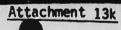
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	PEPPER, MAPILTON & SPEPTE	042402 100.00	500,00	
THE PRILIPING TO SHAPE	SEALSO AIR CORP. MEDICAN SALES PAM.	04/04/02 750.00	750.00	
	THE PRODUCTS, INC.	00/04/02 230.00	Stores	
FREED TORS AND STATE OF LETTE	ROYCE ATROSPACE PRESIDENT	04/04/03 330.00 04/24/03 330.00	700.00	
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Caston Chief Street Street	BOLK EMPLOYED THISTON	04/24/07 1,000,00	1.000.70	
PRESIDENCE OF COSTS OF SON	METTING & SAMECH	00/21/01 100.00 00/21/01 100.00	1,100.00	,
L MA THEMAS AS MANUALA L MA THE CAMPALA AS SHOOMFICLD HOME PORT SALOHER 19 18760	SOLESPON	06/04/62 250.00	250.00	
PRO STORE OF THE STORE ARREST	MYIND	04/14/02 500.00	900.30	
CARLA CATAFORD  CARLA CATAFORD  G STURE OF THE	CENTRAL ISLAND SERVICE STATION MARKET	06/04/02 250.00	250.00	
sol strotte on 40 m fueto	Sere emercies	en \$4.65 9' ees' ee	2,000.00	

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B. Fell Romes, Mailing Address and ZP Code Jir. Robinson 106 5. Main Nichita, KS 67202  Deception Nichita, KS 67202  Deception Normal Ferror Deception Operation Co., Inc.  126 S. Deception Normal Ferror Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc.  126 S. Deception Operation Co., Inc. Operation Operation Co., Inc. Operation Operation Co., Inc. Operation Operation Operation Co., Inc. Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation Operation	8720 Overbrook Lane Wichita, KS 67206	Occupation		Amount of Each Receipt this Person
Jim. Robinson   Chief Brilling   dav. veet   Recept the Pens   Wichita, KS 07202				
Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description   Description	Jim Robinson 100 S. Main	Chief Dialline Co., Inc.	dev. yeer!	Amount of Each Receipt This Period
Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name of Employer   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Address and ZIP Code   Name, Malling Ad		Own: 1		
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Robert I. Brock 3149 SW 15th St. Topeka, KS 66604  Recept for Drimary General Total Recept for Dotter (specify)  E Full Name, Meiling Address and ZP Cede  John & Ann Simpson Sol3 Swance Road 1 airway, KS 66205  Recept for Drimary General Total Recept for Drimary Agreement Sol0.00  Recept for Drimary General Sol0.00  Self Designment, devy, year)  F. Full Name, Meiling Address and ZP Cede  Ray & Bernice Stekol1 Start Broadmoor Ct. Wichita, KS 67206  Recept for Drimary General General Total Recept for Designment, devy, year)  Recept for Drimary General Attorney Agreement Sol0.00  Recept for Drimary General Ray Stekol1 & Attorney Agreement Sol0.00  Recept for Drimary General Total Ray Stekol1 & Assoc.  Wichita, KS 67206  Recept for Drimary General Theodore Recept for General Theodore Gore-Both Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Recept for Designment Designment, devy, year)  Recept for Drimary General Theodore Gore-Empire Drilling Co-Recept for Designment Designment Recept for Designment Designment Designment Recept for Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Designment Desig	505 N. Rock Road #1113 Wichita, KS 67206	Metal, Inc.		Receipt This Period
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•	MP. MJOHLY GRAYPAN ISC BIRCH URINE EAST MILLS AT 11576	INFERPATICA AFWESTEE	C4/24/02	560.00	540.00
•	MR. AUDERT BRELSCH 15 DAMA PLACE AMMERST PA UICOZ	INFERPATICA PECUESTEC	04/56/05	100.00	250.00
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	MR. JAMES BLONG 142 F. POLGRIC AVE. MEDPORD PY 11763	CUMER PICFC ENTERFRISES	05/17/02	250.00	250.00
	1. H. BURLEY 1550 SCOOURINGS AVE. EDISON A. OCE17	Occupation requested	U\$/24/82	250.00	250.00
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SCHEDULE A

FEC LINE 11(a) RECEIPTS - OCTOBER 1, 1982, THRU OCTOBER 13, 1982

Page 1 of 1

Attachment 13n

NAME MAILING ADDRESS	PREFIX	OCCUPATION	SELF- EMPLOYED	EACH RECEIPT THIS PERIOD	DEPOSIT	VCCHECKLE AN-40-DVLE
Abba P. Schwartz 3306 R Street, NW Washington, DC 20007	Mr.	Attorney		\$ 200.00	10/1/82	\$ 200.00
Floyd Abrams 1136 Fifth Ave. New York, NY 10028	Mr.	Attomey		\$ 500.00	10,'5/82	\$ 500.00
loward E. Wahrenbrock 1141 Waverley Way McLean, VA 22101	Mz:	Attorney		\$ 500.00	10/13/82	\$ 500.00
Robert L. Brock 4441 W. Airport Freeway Irving, TX 75602	Mr.	Brock Hotel Corporation		\$5,000.00	10/13/82	\$5,000.00
Peter Jay Solomon 79 East 79th St. New York, NY 10021	Mr.	Managing Director Lehman Brothers, Kuhn Loeb, Inc.		\$ 500.00	10/13/82	\$ 500.00
Mary G. Sethness 1500 Lake Shore Dr. Chicago, IL 60610	Mrs.	Homemaker		\$1,000.00	10/8/82	\$2,000.00
Carol J. Williams 1325 Pegram Street Alexandria, VA 22304	Mrs.	Housewi fe		\$ 100.00	10/1/82	\$ 700.00
Madeleine H. Russell 3778 Washington St. San Francisco, CA 94118	Ms.	Phi lanthropist		\$ 200.00	10/6/82	\$ 200.00
Owell, Goldstein, Frazer & M 1110 Vermont Ave., NW Suite 1050 Washington, DC 20005	urphy	Partnership		\$ 500.00	10/5/82	\$ 500.00

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Gress M. Rowe 4764 Lenderson Drive Sento Rose, CA 98461	NIA	6 4.92	Recorpt This Partied
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	MR. 6 MRS. ROBERT BRAUMS 1731 VALLEY VIEW AVENUE BELMONT CA 94002	INFORPATION REGUESTED	10/24/02	200-00	250.00
(	MAS. MADELINE H. BRENNER 3427 ERCUTIVE AVENUE FALLS CHURCH VA 22042	INFORMATION REQUESTED	10/15/02	20.00	220.00
·	MR. ROBERT L. BROCK 4441 M. AIRPORT FREE WAY IRVINGTON TH 75042	BROCK HOTELS CHIMER	10/10/05	2,500.00	10,000.33
c	MI. 6 MIS. NORMAN 6. SASSIS 8512 SOUND BROOK LAME ALEMANDRIA VA 22369	INFARMATION REQUESTS	10/10/05 10/50/05	50.00	279.00
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0	MR. DOUGLAS BROWN 1619 JIMNY BAVES HWY. MOSSIER CITY LA 78882	INFORPATION REQUESTED	Inenes	333.34	333.34
U	MR. JAMES M. BROWN 1619 JIMNY DAVIS HEV.	INFORPATION REQUESTED	10/25/02	333.33	393.33
c	MR. THOMAS BADAM 723 13 AVENUE E SEATTLE LA 96162	ENCOUNTION MEANETED	10/52/05		265.00
(,	MR. WAY BROWN LOLD JIMNY DAVIS HUY.	INFORMATION REQUESTED	10/23/02	333.33	333.33
	MA. ROSERT J. SAULLE 7711 MISSLE WALLEY DR. SPRINGFIELD VA 22153	INFORMATION REQUESTED	11/01/05	25.00	225.00
1 4	JEPFER SON STANDARD BLDG.	STANDARD LIFE INSURANCE CO. PRESIDENT	11/02/03	1,000.00	1,000.00
	MR. DERMARD R. DULL ROUTE 2 MATER TOM  NY 1340L	RETIRED FARMER	10/15/02	39.00 .	235.00
١,	MR. RECIDED SURKE AMERICAN EMBASSY OUR LO APO NEW YORK NY 09527	IMPORMATION RESUSSTED	10/55/05	50.00	250.00

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### ITEMIZED RECEIPTS

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Texas Democratic Party-Federal			
. Full Name, Marling Address and ZIP Code	Marie of Lemples per	their formatte.	An amen't be
James S. or Katherine T. Alderman		, els, year!	M m thate.
3900 White Settlement Road		10/20/84	\$.".00
No. 60			
Fort Worth, Texas 76107	Oreman		
transpir Comment			
Cliffor Cam (A)  Full Name, Marling Address and ZIP Code	Name of Emilyer	Date (month.	Amount of La
	addition that the transfer		the cast this time
Philip or Lauline Banner 179 Deer Island Rd.		10/26/82	\$125.00
Moon Waters Estates			
Mabank, Texas 75147	. Che cape street		
Howards From Comment & Cornerat			
Cother Carrie 15.1	Augment Ventur to Date \$ 12	5.00	Marian Section
Full Name, Mailing Address and 21P Code	Name of Employer	Dare Importh,	Amount of Eart
Robert L. Brock		day, year)	Here per this Peris
3149 SW. 15th St.		10/25/82	\$500.00
Topeka, KS 66004			
	Occupation		
He agent to a Printing Transport Transport	. Appendite Year to Date \$ 50	0.00	MT
D. Full Name: Mailing Artifress and ZIP Code	Name of Employer	Date (month	Assume of the
B. D. Griffin, General Account		day, vead	Hour or Dear Pers
1025 Poperts Cut-Off	1	10/26/82	\$500.00
Fort Worth, Texas 76114			
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Resident Formats & General			
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E. Full Name, Mailing Address and ZIP Code	Name of Employer	Date (mor th,	Amount of fact
Mrs. J. G. harlow		day wear)	R rest The Proper
2122 Kessler Ct. Dallas, Texas 75208		10/26/82	\$100.00
Dallas, lexas /5206	. C. marion	1	
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15 L. 80th St.		11/19/92	\$1,000.00
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Color of an et al.  G. Full Name, Mailing Address and ZIP Code	Aggregate Vest to thire \$ 1,	Date fromth	A - m, a -
Jean McLaughlin Kahle	1	otto board	0 . 15.6
4500 Ranchvi w Road		10/15/82	
Fort Worth, Texas 76109		10/12/85	2.76.600
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He one to Standard		X X	
Dec. 100 to	Agreem Verterine \$ 50	0.00	

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MARTIN PROST CAMPAIGN CONSISTER (1)	942)		
Charles C. Pierce, Jr. 3710 Potomac Dallas, TX 75205	Rauscher Piete	Date Imports, day, year)	Amount of Each Record this Pariso
leader Par: O Primary Ogganural	Executive	10 25-82	100.00
D Other (speatty).	Aggregate Year to-Date - 8	00	
Bobert L. Brock	Name of Employer	Dote (menth,	Amount of Boots Recount This Paris
4260 Bordeaux Dallas, TX 75205	Brock Hotel tong.		
Descript For: D Primary Spanaral  O Other (specify)	Executive	10/25/82	5.00.00
Full Name, Mailing Address and E.P. Code	Approprie Year-to Listo- 8		A
Ben H. Carpenter Suite 526 222 East John Carpenter Frey	Southland Financial Corp.	Date (manth, day, year)	Arrests of Bash Ressert This Parks
Irving, TX 75062  Resetpt For:   Difference of Primary X ^O General  Difference of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of State of S	Executive Aggregate Vas-to-Doto-8 1,000	11/1/82	1.400.00
). Pull Name, Malling Address and 2P Code	Name of Employer	Date (menth.	-
Raymond D. Nasher 8950 North Central Dellas, TX 75231	Raymond D. Nasher Co.	day, year1	Placement This Period
tessipt For: O Primary & General	Conceion Executive	11/3/82	1,000.00
O Other (specify):	Approprie Year-to-Date -\$ 1,000	. 00	
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		day, yearl	Receipt This Parks
Resilvi Fer: O Primary D General	Compation		
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BUSTOTAL of Receipts This Page (optional)			2,600.00

### SCHEDULE A

### ITEMIZED RECEIPTS

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ROBERT L BROCK 3149 S.W. ISTN STATT THERE YE IN LINE Y	Berry Harry Jul	Dots (menth, day, year) 8-05-82	Receipt the Person
scool For D Primary F General	Copp Orrect		
Other (specify)	Aggregate Year to-Date-\$ 1.	רזות	
Full Name, Malling Address and RIP Gods  (1.11 F.P.S. 111) SAUGHTER  (2.5 Per Bot of Fred S	Cor Emily you	Core (menth, day, year)	Amount of Each Resourt This Period
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C. Full Name, Mailing Address and 21P Cade	Name of Employer	Date (month, day, year)	Amount of Each Receipt This Period
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D Other (specify)	Aggregate Year-to-Date-8		
, Full Name, Mailing Address and 2°P Cods	Name of Employer	Desc (month, day, year)	Amount of Each Receipt This Period
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-	Occupation		
Receipt For D Primary D General D Other (specific	Aggregate Year-to-Date8		

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A Address Corporation/Democra A Address Marin Address and 20 Code  Mr. Robert L. Brock 3149 S.W. 15th Street Topeka, Kansas 66604	Brock Hotel Corp.	Does treated, day, year) 5/24/82	Amount of Box Record the Park 500.00
Besset For: O Trimery O General	President		
G Other tepesity):	Aggregate Year-to-Dotts—8 1/50		_11
Mr. Philip M. Klutznick 875 N. Michigan Avenue Suite 4044	Name of Employer Riutznick Invest- ments	Dese (menth, day, year)	Amount of East Russipt This Peri
Chicago, IL 60611	Gesupetion	5/26/82	2,500.00
Recent For: 0 Primary 0 General  G Other (appelly):	Invest r	100	
	Approprie Year-te-Cere—8 2500.00  Name of Employer Cere (month,		Amount of Eas
Mr. Edwin Lynch 15060 Burke Centre Parkway Burke, VA 22015	N/A	5/28/82	2,500:00
Flicket For: O Primary O General	Oscupation Retired	3,30,00	_,,,,,,,,,,
© Other (specify):	Aggregate Year-to-Date-8 4520.00		
Mr. Charles H. Kirbo . V2500 Trust Co. of Georgia Bldg. Atlanta, GA 30303	Name of Employer N/A	Dete (menth, dev, year)	Amount of Eac Receipt This Peri
Receipt For: © Primary © General	Occupation Attorney/ Self-emp.	5/28/82	1,000.00
Other (specify):	Appresent Year-to-Dato-S 1,000.00		
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3	Occupation		
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		dev, year)	Receipt This Peri
Record For: C Primary O General	Occupation		
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TOTAL This Period (last page this line number only)		1	



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### **FEDERAL ELECTION COMMISSION**

1325 K STREET N.W. WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 1873

Date Filmed 11/14/15 Camera No. --- 2

Cameraman A.S