

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS **Friday, January 10, 2020 10:00 AM**

- I. Meeting called to order**
 - a. Pledge of Allegiance
- II. Business from a previous meeting**
 - a. **Approval of consent agenda**
 - i. Consent agenda additions or deletions
 - 1. Approval of the **January 7, 2020** minutes of the Board of County Commissioners, and
 - 2. Authorizing the Chairman to sign the previous week's vouchers.
 - b. **Signing of motions from the previous meeting**

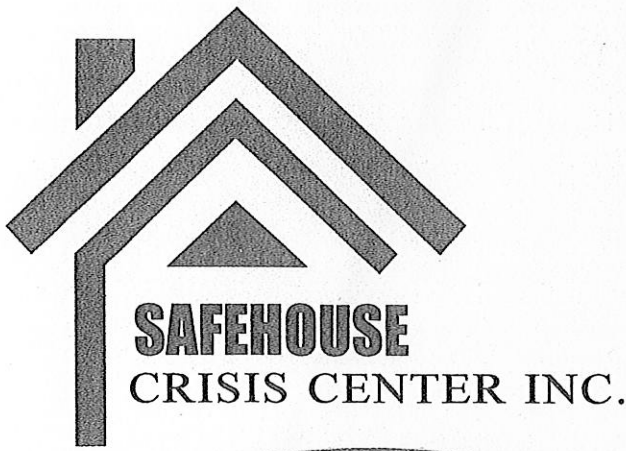
Motion 20	12	That the consent agenda be approved including: Approval of the January 3, 2020 minutes
Motion 20	13	To approve the Contractor's Application for Payment No. 1 from Heck & Wicker, Inc via Earle's Engineering & Inspection for Crawford County Sewer District #3 Force Main Relocation Project in the amount of \$149,066.29 and authorize the Chairman to sign
Motion 20	14	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss items that would be deemed privileged in the Attorney-Client Relationship and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 11:15 AM
Motion 20	15	To recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and County Clerk Don Pyle and to reconvene by 11:26 AM

- III. New Business**
 - a. Scheduled public hearings and opening of announced bids
 - b. Proclamations and orders of the Board
 - c. Messages from the Crawford County Local Board of Health
 - d. Messages from the public
 - e. Messages from appointed officials
 - f. Messages from other governmental entities
 - g. Messages from elected officials
 - h. **New Business**
 - i. Mr. Pyle, County Clerk
 - ii. **Mr. Emerson, County Counselor**

Board of Crawford County Commissioners

1. Presenting the Emergency Solutions Grant request for reimbursement.
 2. Presenting a Lease Purchase Agreement
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- IV. Old Business**
- a. **Old Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- V. Future Business and Announcements**
- a. **Future Business**
 - i. **January 14, 2020 – 8:30 AM** Work Session to review and sign January 2020 mid-month bills and payroll vouchers.
 - ii. **January 17, 2020** – Crawford County Board of Commissioners Reorganization Meeting.
 - iii. **January 17, 2020 – 9:00 AM** Work Session for Strategic Planning for Road & Bridge Department.
 - b. **Announcements**
- VI. Motion for adjournment**

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.



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

January 3, 2020

Dear Mr. Emerson:

Please find enclosed the ESG Financial Status Report for the months of October, November, and December 2019, for the signature of the Chair of the County Commissioners.

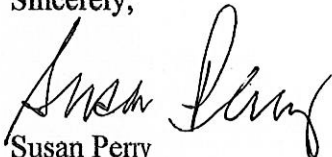
Please forward the FSR to James Chiselom at Kansas Housing Resources Corporation. Please be aware that this must be accompanied by a letter from the County with an Invoice on Letterhead, or a Cover Letter on Letter-Head that contains the following:

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

Mr. Chiselom has informed us that the only time we need to send the paper backup is for the First Quarter. However, I have enclosed a CD with copies of all documents for the Grant year for your convenience.

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

Sincerely,


Susan Perry
Fiscal Consultant



**KANSAS HOUSING RESOURCE CORPORATION
EMERGENCY SOLUTIONS GRANT (ESG)
RECIPIENT REQUEST FOR REIMBURSEMENT AND FINANCIAL STATUS REPORT**

SUB RECIPIENT ORGANIZATION (CITY, COUNTY) SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY		CASH OUTLAYS FOR MONTH(S) OF October, November, December, 2019
CONTRACT NUMBER ESG - FFY2019	DATE REQUEST SUBMITTED January 3, 2020	
PART A. BUDGET CATEGORY		COMMENTS
A. ADMINISTRATION	\$0.00	
B. STREET OUTREACH	\$0.00	
C. EMERGENCY SHELTER	\$6,295.00	
D. HMIS	\$0.00	
E. HOMELESS PREVENTION	\$0.00	
F. RAPID RE-HOUSING	\$0.00	
F. SUB-TOTAL ESG FUNDS REQUESTED	\$6,295.00	
G. LOCAL MATCH OUTLAYS	\$6,295.00	
H. TOTAL PROJECT OUTLAYS	\$12,590.00	

SUB RECIPIENT ORGANIZATION (CITY/COUNTY)

SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY

CONTRACT NUMBER

ESG - FFY2019

PART B. FINANCIAL STATUS REPORT

REPORT AS OF


CONTRACT PERIOD BEGINNING:

1/3/2020

July 01, 2019 to June 30, 2020

COL. (1)	COL. (2)	COL. (3)	COL. (4)	COL. (5)	COL. (6)	COL. (7)	COL. (8)	COL. (9)	COL. (10)
BUDGET CATEGORY	ADMIN.	Street Outreach	Emergency Shelter	HIMIS	Homeless Prevention	Rapid Re-housing	TOTAL ESG FUNDS	LOCAL MATCHING FUNDS	TOTAL PROJECT BUDGET
A. TOTAL PROJECT BUDGET							\$0.00	\$0.00	\$0.00
B. APPROVED BUDGET ADJUSTMENTS	\$555.00		\$20,892.00	\$0.00			\$20,892.00	\$20,892.00	\$41,784.00
C. ADJUSTED PROJECT BUDGET	\$555.00	\$0.00	\$20,892.00	\$0.00	\$0.00	\$0.00	\$20,892.00	\$20,892.00	\$41,784.00
D. CUMULATIVE CASH OUTLAYS (Line "F" from Previous report; -0- if first report)	\$0.00	\$0.00	\$5,655.00	\$0.00	\$0.00	\$0.00	\$5,655.00	\$5,655.00	\$11,310.00
E. CURRENT REIMBURSEMENT REQUEST (from totals on pg 3)	\$0.00	\$0.00	\$6,295.00	\$0.00	\$0.00	\$0.00	\$6,295.00	\$6,295.00	\$12,590.00
F. CUMULATIVE CASH OUTLAYS (Line "D" plus line "E")	\$0.00	\$0.00	\$11,950.00	\$0.00	\$0.00	\$0.00	\$11,950.00	\$11,950.00	\$23,900.00
G. UNLIQUIDATED OBLIGATIONS (A. Total Project Budget less F. Cash Outlays)	\$555.00	\$0.00	\$8,942.00	\$0.00	\$0.00	\$0.00	\$8,942.00	\$8,942.00	\$17,884.00
H. TOTAL CASH OUTLAYS & UNLIQUIDATED OBLIGATIONS (Lines "F" + "G")	\$555.00	\$0.00	\$20,892.00	\$0.00	\$0.00	\$0.00	\$20,892.00	\$20,892.00	\$41,784.00

SUB RECIPIENT ORGANIZATION (CITY/COUNTY)	CONTRACT NUMBER
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY	ESG - FFY2019
TOTAL PAGE OF SUB-AWARDEE	
by categories for which reimbursement is requested)	
D. HOMELESS PREVENTION	
Rental Assistance (short term)	\$0.00
Rental Assistance (medium term)	\$0.00
Rental Assistance (arrears)	\$0.00
Housing Relocation & Stabilization Services/Financial Assistance	\$0.00
Moving costs	\$0.00
Rental application fees	\$0.00
Security deposits	\$0.00
Last month's rent	\$0.00
Utility deposits	\$0.00
Utility payments	\$0.00
Services	\$0.00
Housing search & placement	\$0.00
Housing stability case management	\$0.00
Mediation	\$0.00
Legal services	\$0.00
Credit repair	\$0.00
TOTAL HOMELESS PREVENTION	\$0.00
(Amount should match Page 2, Line E, Col. 6)	
D. RAPID RE-HOUSING	
Rental Assistance (short term)	\$0.00
Rental Assistance (medium term)	\$0.00
Rental Assistance (arrears)	\$0.00
Housing Relocation & Stabilization Services/Financial Assistance	\$0.00
Moving costs	\$0.00
Rental application fees	\$0.00
Security deposits	\$0.00
Last month's rent	\$0.00
Utility deposits	\$0.00
Utility payments	\$0.00
Services	\$0.00
Housing search & placement	\$0.00
Housing stability case management	\$0.00
Mediation	\$0.00
Legal services	\$0.00
Credit repair	\$0.00
TOTAL RAPID RE HOUSING	\$0.00
(Amount should match Page 2, Line E, Col. 7)	
TOTAL PROJECT OUTLAYS	
(REQUEST FOR REIMBURSEMENT)	\$6,295.00
(Amount should match Page 2, Line E, Col. 8)	
SUB RECIPIENT ORGANIZATION (CITY/COUNTY)	
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY	
DETAILED BREAKDOWN OF EXPENDITURES SUMMARY (list expenditures)	
A. ADMINISTRATION	
Eligible Admin Expenses	\$0.00
Other	\$0.00
TOTAL ADMINISTRATION	\$0.00
(Amount should match Page 2, Line E, Col. 2)	
B. STREET OUTREACH	
Engagement	\$0.00
Case management	\$0.00
Emergency Health / Mental Health	\$0.00
Transportation	\$0.00
Other (Specify)	\$0.00
TOTAL STREET OUTREACH	\$0.00
(Amount should match Page 2, Line E, Col. 3)	
C. EMERGENCY SHELTER	
Essential Services	\$3,573.00
Case management	\$0.00
Life skills	\$0.00
Child care	\$0.00
Health-Mental Health/Substance Abuse	\$0.00
Education Services	\$0.00
Employment/Job training	\$0.00
Transportation	\$0.00
Legal services	\$0.00
Operations	\$0.00
Maintenance (minor or routine)	\$0.00
Rent	\$0.00
Staff Costs	\$0.00
Insurance	\$0.00
Utilities	\$2,722.00
Food	\$0.00
Hotel/motel	\$0.00
Supplies	\$0.00
TOTAL EMERGENCY SHELTER	\$6,295.00
(Amount should match Page 2, Line E, Col. 4)	
D. HMIS	
Hardware/Software	\$0.00
Data collection	\$0.00
Data quality/Data analysis	\$0.00
Training	\$0.00
TOTAL HMIS	\$0.00
(Amount should match Page 2, Line E, Col. 5)	

RECIPIENT ORGANIZATION (CITY/COUNTY)		CONTRACT NUMBER
SAFEHOUSE CRISIS CENTER - CRAWFORD COUNTY		ESG - FFY2019
PART D. FOR KANSAS HOUSING RESOURCES CORPORATION ONLY		
PART C. CERTIFICATION STATEMENT	DATE REIMBURSEMENT REQUEST RECEIVED	AMOUNT AUTHORIZED FOR PAYMENT
I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.	AUTHORIZED BY (ESG COORDINATOR)	DATE SUBMITTED TO FISCAL FOR PAYMENT
	VOUCHER NUMBER AND DATE	DATE CHECK MAILED TO RECIPIENT ORGANIZATION
OTHER (NOTE REASONS FOR VARIANCES AND/OR OTHER INFORMATION REGARDING PAYMENT)		
TYPED OR PRINTED NAME		
TYPED OR PRINTED TITLE		
DATE		
PREPARED BY		
PREPARER'S SIGNATURE 		
TYPED OR PRINTED NAME Rebecca Brubaker		
TYPED OR PRINTED TITLE Executive Director		
FISCAL CONSULTANT Susan Perry		
TELEPHONE NUMBER 620-231-8692		

EQUIPMENT LEASE WITH PURCHASE OPTION
(For Municipalities pursuant to KSA 10-1116b)

THIS EQUIPMENT LEASE WITH PURCHASE OPTION ("Lease") is effective the 10TH day of JANUARY, 2020, by and between:

GNBank, N.A.

PO BOX 67

GIRARD, KS 66743

("Lessor")

and

BOARD OF COMMISSIONERS, CRAWFORD COUNTY KANSAS

PO BOX 249

GIRARD, KS 66743

("Lessee")

RECITALS:

WHEREAS, Lessor has agreed, at the request of Lessee, to acquire the personal property equipment described on **Exhibit A**, and

WHEREAS, Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, for business purposes, the personal property equipment described on **Exhibit A** hereto upon the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and in further consideration of the execution of this Equipment Lease, the parties agree as follows:

1. Lease. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the equipment and/or vehicles described on **Exhibit A**, which is referred to as the "Equipment." The Equipment will be located solely at the location shown on **Exhibit A** hereto.

2. Term. The term of this Lease shall be for a period of 36 months from the date of delivery of the Equipment to Lessee ("Commencement Date") , and mature no later than 01/10/2023.

3. Rent. Lessee agrees to pay to Lessor monthly installments of rent in the amount of \$2,924.50, each, in advance of the Commencement Date, beginning 02/10/2020, and on the same day monthly thereafter during the term hereof, subject to the limitations in Section 14, below.

(1) The capital cost required to purchase the Equipment for cash is \$ 101,637.39; (2) the annual average effective fixed interest rate is 2.30%; and (3) the amount included in the payments for service, maintenance, insurance or other costs exclusive of the capital cost and interest cost is \$ 0.00.

4. No Warranties by Lessor. Lessee acknowledges and agrees that Lessor is not a manufacturer of the Equipment, and Lessee has selected the Equipment which has been purchased by Lessor solely for performance of Lessor's duties under this lease. Lessor shall endeavor in good faith to make available to Lessee all of Lessor's rights, if any, under all manufacturers' warranties on the equipment. Lessee expressly agrees and understands that Lessor shall have no obligation or liability under any such manufacturer's warranties or for the failure of any manufacturer to honor same. Lessee has satisfied itself that the Equipment is suitable and fit for its purpose and accepts the Equipment "as is". LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS OR CONDITION FOR ANY PARTICULAR PURPOSES. LESSEE LEASES THE EQUIPMENT "AS IS" AFTER HAVING EXAMINED THE EQUIPMENT.

5. Financing Statement. Although the relationship of the parties is that of Lessor and lessee, in order further to protect Lessor's interest in the Equipment, Lessee consents to Lessor's filing financing statements and fixture filings, and amendments thereto, or otherwise giving notice of security interest under applicable laws with respect to any or all of the Equipment prior to delivery of the Equipment and during the term of the Lease.

6. Security Deposit. Lessee will pay to Lessor upon the execution of this Equipment Lease a security deposit in the amount \$^{0.00} _____, which will be applied to the Lessee's last installment of rent, if the Lessee has complied with all terms, conditions, and obligations of this Lease. Lessor may, from time to time, but shall not be obligated to, apply the security deposit toward satisfaction of any obligation of Lessee due and owing hereunder. Upon termination of this Lease and any month-to-month extension hereof, if Lessee has fulfilled all the terms and conditions hereof, Lessor shall either apply the security deposit to the last rental payment or return to Lessee any remaining balance of the security deposit actually made by Lessee.

7. Repairs; Uses; Inspection. Lessee, at its own cost and expense, will keep Equipment in good repair, condition, and working order; will use Equipment lawfully; will not alter Equipment without Lessor's prior written consent; and will not place any sign, label, or marking upon the Equipment without Lessor's written consent. Lessor and its agents and representatives, shall be entitled to inspect the Equipment at any reasonable time and from time to time for the purpose of examining its condition, and Lessee will reasonably cooperate in such inspections.

8. Loss and Damage. Lessee shall bear the risk of loss, theft, damage, or destruction of the Equipment from any cause whatsoever; and no loss, theft, damage, or destruction of the Equipment shall relieve Lessee of the obligations to pay rent or of any other obligation under this Lease. Lessee shall promptly and fully notify Lessor if any item of Equipment is lost, stolen, destroyed, or damaged beyond repair.

9. Insurance. Lessee shall provide, maintain, and pay (or, to the extent paid by Lessor, to reimburse Lessor) for (a) insurance against the loss, destruction, theft, or damage of or to the Equipment for the full replacement value thereof and (b) public liability and property

damage insurance. All insurance shall be in form and amount and with companies satisfactory to Lessor; shall name both Lessor and Lessee as an insured or additional insured, as the parties' interests appear; and shall contain the insurer's agreement to give 30 days' written notice to Lessor before cancellation or material change of any policy of insurance. Prior to the Commencement Date of this Lease, Lessee shall deliver the policies or copies thereof or certificates of insurance to Lessor (unless the policies are in the possession of Lessor).

10. Taxes. Lessee shall pay and bear (or, to the extent paid by Lessor, to reimburse Lessor for) all sales, use, excise, personal property, ad valorem, or other taxes and all governmental assessments, fees, and charges payable during the term of this Lease with respect to the Equipment or the ownership, possession, rental, transportation, use, or delivery thereof (other than taxes on, or measured by, Lessor's income), regardless of which party is billed for such taxes, in each case on or before the date any such payment becomes due or upon demand by Lessor. Lessor shall not be responsible for contesting any valuation of tax imposed upon the Equipment but may do so strictly as an accommodation to Lessee, and Lessor shall not be liable or accountable to Lessee therefor.

11. Liens. Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances.

12. Assignment. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of this Lease or any interest therein; (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees; or (c) move or remove the Equipment from the location designated on **Exhibit A**. Lessor may assign this Lease and/or mortgage the Equipment, in whole or in part, without notice to Lessee; and Lessor's assignee or mortgagee may reassign this Lease and/or such mortgage without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any claim, defense, counterclaim, or set off that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors, and assigns of the parties hereto, and to each of them.

13. Reimbursement. If the Lessee shall fail for any reason to perform any of its obligations hereunder (including, without limitation, maintaining appropriate insurance and payment of applicable taxes), Lessor may at Lessor's option perform the same, and Lessee shall reimburse Lessor upon demand for all sums paid or incurred by the Lessor therefor. If Lessee fails to pay when due any rent or other amount required herein to be paid by Lessee, Lessee shall pay to Lessor a service charge of five percent (5%) of each installment or part thereof for which said rent or other amount shall be delinquent or \$100, whichever is lesser, plus interest on such delinquent rent or other amount from the due date thereof until paid at eighteen percent (18%) per annum. The late charge and/or the rent payments set forth in this paragraph shall apply when permitted by law and if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.

14. Applicable Law. The parties acknowledge that Lessee is a municipality subject to the terms and conditions of the cash basis law (K.S.A. 10-1101 *et seq.*) and the budget law (K.S.A. 79-2935 *et seq.*), and the parties intend to comply with all provisions of such laws applicable to Lessee so as to constitute this Lease a valid “lease-purchase agreement” as defined in K.S.A. 10-1116b and 10-1116c, and this Lease is subject to and governed by the terms of K.S.A. 10-1116b and 10-1116c and shall be construed to the greatest extent possible as complying with the terms thereof. Notwithstanding any other provision herein, Lessee is obligated only to pay periodic payments or monthly installments under this Lease as may lawfully be made from (a) funds budgeted and appropriated for that purpose during Lessee’s current budget year or (b) funds made available from any lawfully operated revenue producing source.

15. Default. If Lessee fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or if Lessee fails to perform any other provision hereof within ten (10) days after Lessor shall have demanded in writing performance thereof or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Lessee or its property, or if Lessee makes any assignment for the benefit of its creditors, or upon the dissolution, merger, or consolidation of Lessee, then in any such event Lessor shall have the right, but shall not be obligated, to exercise any one of the following remedies: (a) without demand or notice, to terminate this Lease and take possession of any or all of the Equipment subject hereto, wherever it may be located, and to enter upon the premises of Lessee for such purpose, without any court order or other process of law and without incurring any liability to Lessee for any damages occasioned by such action of taking possession, (b) to the extent any Equipment shall have been titled in the name of Lessee, regain title to such Equipment in the name of Lessor (either through self-help, if available, or by judicial action); (c) terminate any other equipment lease between Lessor and Lessee and take possession of the equipment subject thereto, and (d) exercise any other remedy, either at law or in equity, to which Lessor may be entitled for the breach thereof.

16. Equitable Relief. If any term, article, obligation, covenant, remedy or other provision contained in this Lease is found to exceed in amount, duration, or scope permitted by applicable law, it is expressly agreed that such provision may be reformed or modified by a court of competent jurisdiction, arbitration panel, or other lawful constituted authority to reflect a lawful and enforceable amount, duration, scope, or remedy, and such provision automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court, arbitration panel, or authority. In the event any term, article, obligation, covenant, or other provision of this Agreement shall be held invalid or unenforceable, and cannot be amended or modified pursuant to the foregoing provision to make it valid and enforceable, then such provision may be severed, and the court, arbitration panel, or other authority may fashion lawful relief most nearly approximating that intended by the severed provision, and the remainder of this Agreement and all terms, conditions, obligations, covenants and other provisions shall remain valid and enforceable and shall not be affected thereby.

17. Entire Agreement; Partial Invalidity; Waiver. This instrument constitutes the entire agreement between Lessor and Lessee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision, and each provision

hereof shall be enforced to the maximum extent permitted by law. No agent or employee of the supplier is authorized to bind Lessor to this Lease, to waive or alter any term or condition printed herein, or to add any provision hereto. A provision may be added hereto or a provision hereof may be altered or varied only by a writing signed and made a part hereof by an authorized officer of Lessor and Lessee or Lessee's duly authorized representative. The exercise or failure to exercise by Lessor of any right or remedy available to Lessor at any time shall not preclude Lessor from the exercise of such right or remedy or any other right or remedy available to Lessor at such time or at any other time.

18. Transfer of Title. At the end of the term of this Lease, Lessee shall have the option, upon notice to Lessor prior to the expiration of this Lease or within 60 days thereafter, for no additional consideration, to require Lessor to transfer title to the Equipment to Lessee, and upon such transfer the Equipment shall become the sole property of Lessee; provided, however, such option may be exercised only upon Lessee's satisfaction of the following conditions prior to or within 60 days after the expiration of this Lease:

- (a) Lessee shall have timely paid the total of all rents as specified in section 3 above for the full term as specified in section 2 above;
- (b) Lessee shall have paid all other amounts that Lessee has agreed to pay under the terms of this Lease (whether to Lessor or to third party suppliers), including, without limitation, all insurance, taxes, costs of maintenance, repair, and replacement of or associated with the Equipment, and the costs associated with its acquisition, lease, use, or ownership;
- (c) Lessee shall have paid any amounts Lessor has paid to third parties and other amounts specified in Section 13;
- (d) Lessee shall have paid all costs associated with the transfer of the Equipment to Lessee;
- (e) Lessee shall have reimbursed Lessor for all costs and expenses of Lessor as a result of Lessee's breach of any term of this Lease, including reasonable attorney fees that it may incur as a direct or indirect result of Lessee's breach of this Lease; and
- (f) Lessee shall have reimbursed Lessor for all other costs and expenses, of whatsoever nature, that Lessor has reasonably incurred in connection with the Equipment, or the purchase, lease, or ownership thereof, including attorneys' fees and fees of other third party consultants, incurred in administering this Lease or performing hereunder; and

For the avoidance of doubt, the payment of any amount stated in (a) through (f) of this Section shall not constitute an obligation of Lessee to the extent prohibited by K.S.A. 10-1101 et seq., but the payment of such amounts shall constitute a condition precedent to (i) Lessee's exercise of the option herein granted, and (ii) the transfer of title to the Equipment to Lessee at the end of this Lease.

19. Continuation. Upon the expiration of the term of this Lease and Lessee's failure to exercise the option provided in the foregoing Section, Lessee agrees to return the Equipment to Lessor and, to the extent the Equipment or any part has been titled in Lessee, reassign title to Lessor.

20. Force Majeure and No Consequential Damages. Lessor shall not be liable for any failure to perform any provision hereof resulting from fire or other casualty, act of God, riot, strike, or other labor difficulty, governmental regulation or restriction or any other cause reasonably beyond Lessor's control. In no event shall Lessor be liable for any loss of profit or other consequential damages or any inconvenience resulting from any theft, damage to, loss of, defect in, or failure of, any Equipment or the time consumed in recovering, repairing, or replacing the same, and there shall be no abatement or apportionment of rental during such time.

21. Ownership. The Equipment is and shall at all times during the term of this Lease be and remain the sole and exclusive property of Lessor, notwithstanding that the Equipment or any part thereof may now be or hereafter become affixed or attached to or embedded in real property or any building thereon. Lessee shall have no right, title, or interest therein or thereto, except as to the use thereof subject to the terms and conditions of this Lease.

22. Record Title. Without limiting the terms of Section 21 or any other provision in this Lease to the contrary, upon Lessee's request, and solely as a convenience and accommodation to Lessee, Lessor may cause record title to the Equipment (or any part) to be held in the name of Lessee in order to facilitate Lessee's use, management, registration, licensing, and recordkeeping of the Equipment. In such event, Lessee holds record title as nominee and in trust for Lessor, and Lessee grants Lessor a security interest in Lessee's interest in the Equipment to secure the performance of Lessee's obligations under this Lease. Lessee will cause or cooperate in the perfection of Lessor's security interest in the Equipment. Lessee agrees to keep the Equipment free of all liens, levies, and other encumbrances and will not assign title to any third party. Lessee covenants to reassign record title to the Equipment to Lessor immediately upon request and in any event no later than 30 days after (i) termination of this Lease for any reason or (ii) the expiration of this Lease and Lessee's failure to exercise timely the option in Section 18. Nothing but the fulfillment of all conditions precedent set forth in Section 18 shall vest in Lessee title and ownership to the Equipment free and clear of Lessor's rights, and Lessor shall have the right to compel reassignment of record title to the Equipment at any time except in the event of Lessee's proper exercise of the option in accordance with Section 18.

23. Further Assurances. Lessee agrees to execute and deliver all such other and further documents, instruments, applications, assignments, and the like, and to take all such action as may be necessary or convenient, from time to time in the opinion of Lessor to comply with and carry out the terms of this Lease.

24. No Waiver. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand

strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default then or thereafter occurring.

25. Anti-Discrimination Clause. Lessor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order entered into with respect to the performance of this Lease, so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Lessor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Lessor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

26. Tax Exempt Treatment. Lessee is a State or a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code ("Code") and applicable Treasury regulations ("Regulations"). Lessee agrees to file IRS Form 8038-G or 8038-GC, as applicable, and any other state or federal forms that may be required with respect to tax-exempt governmental obligations and to provide Lessor with documentary evidence reasonably requested by Lessor from time to time, and otherwise to cooperate with Lessor in substantiating the tax-exempt nature of the payments to Lessor under this Lease. Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof and the Regulations, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of the rent payments and will not undertake any action to cause to arise a "private activity bond" under Section 141(a) of the Code, and no part of any advance by Lessor to Lessee shall be invested in any securities, obligations or other investments which shall cause any portion of such advance to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations thereunder.

27. Miscellaneous

(a) Lessor-Lessee Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, or any third parties, as creating the relationship of principal and agent or partnership or joint venture between the parties hereto.

(b) Notices. All notices to be given under this Lease shall be given in writing and shall be deemed to be properly served only if personally delivered, sent by a recognized nationally known overnight delivery service or sent postage prepaid,

by Registered or Certified Mail with return receipt requested, to the parties as follows:

To Lessor: GNBank, N.A.
PO BOX 67
GIRARD, KS 66743

To Lessee: BOARD OF COMMISSIONERS, CRAWFORD COUNTY KANSAS
PO BOX 249
GIRARD, KS 66743

or at such other place as either party may hereafter from time to time designate by notice. Such notice shall be deemed to have been given on the date when personally delivered or two (2) business days after the date upon which the same is deposited in the United States Mail with postage prepaid, or upon the date of delivery by a recognized nationally known delivery service, or upon the date of delivery by Registered or Certified Mail.

(c) Headings. The headings contained in this Lease shall be deemed to be for the convenience of the parties only and shall not be considered in construing this Lease.

(d) Release. Lessee hereby releases the Lessor from and against any and all claims, loss, liability or damage (including attorney fees and costs of defense) arising from (i) the condition or use of the Equipment and from the conduct of Lessee’s business or purpose, and from any activity, work, or things done, permitted, or suffered by Lessee in connection with the Equipment; (ii) any penalty, cleanup, treatment or other remedial work required by any governmental authority having jurisdiction and related to contamination of the Equipment by any hazardous or toxic material, substance or waste which is used or stored by Lessee and which is subject to regulation by applicable local, state, or federal law or regulation.

(e) Lessee’s Certificate. Lessee shall promptly upon request of Lessor, but not more than one time per year, without charge, at any time and from time to time, deliver to Lessor or any other person specified by Lessor, a certification regarding the status of rent, to Lessee’s actual knowledge the existence of any setoffs or defenses in favor of Lessee, and such other matters in connection with this Lease as Lessor may request, subject to Lessee’s reasonable consent.

(f) Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and permitted assigns.

Check this box if the Lessee is a school district, community college, or technical college. If box is checked, the provisions found in Contractual Provisions Attachment

(Form DA-146a, as amended by the parties), which is attached hereto, are incorporated into this Lease and made a part hereof.

If this box is checked, Lessee represents to Lessor that the reasonably anticipated amount of tax-exempt obligations which will be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.

IN WITNESS WHEREOF, the parties have entered into this Equipment Lease the date and year first above written.

GNBank, N.A.

By: April Wilkes, VP

“Lessor”

BOARD OF COMMISSIONERS, CRAWFORD COUNTY KANSAS

By: _____

Name:

Title: Tom Moody, Chair

By: _____

Name:

Title: Donald P. Pyle, Clerk

Attest

“Lessee”

EXHIBIT A

List of Equipment

Location: All Equipment is to be located at Crawford County, Kansas unless otherwise stated below.

<u>Qty.</u>	<u>Description</u>	<u>Serial No.</u>
1	2020 Ford F150 Polic	1FTEW1P47LKD40905
1	2020 Ford F150 Polic	1FTEW1P46LKD34433
1	2020 Ford F150 Polic	1FTEW1P48LKD34434