

Board of Crawford County Commissioners

Commissioners' Journal

2016, SIXTY-FIRST MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS Tuesday, August 16, 2016, 10:00 AM

The Crawford County Board of Commissioners met pursuant to Kansas Statutes
Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors.
Commissioner Carl Wood served as the presiding officer.
Commissioner Jeff Murphy was in attendance.
County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board.
Vice Chairman Wood led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING
CONSENT AGENDA

On motion (16-273) of Commissioner Murphy and the second of Commissioner Wood
that the consent agenda be approved including:

- 1. Approval of the August 8, 2016 minutes of the Board of County
Commissioners, and
2. Approval of the August 8, 2016 minutes of the Board of County Canvassers,
and
3. Approval of the accounts payable warrant numbers 567012 to 567332 dated
August 15, 2016 in the total amount of \$341,986.81.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

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

Table with 3 columns: Motion 16, 267, To approve 49 Provisional Ballots for full counting, 3 Provisional Ballots for partial counting, 2 UOCAVA ballots for manual counting and 2 damaged Advance Ballots for manual counting from the 2016 Primary Election held on August 2, 2016 in Crawford County as recommended by the Crawford County Election Officer

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Motion 16	268	To approve the Results Report for the 49 Provisional Ballots that were fully counted by the scanner and the results of the 3 Provisional ballots, 2 UOCAVA ballots and 2 damaged Advance Ballots that were manually counted for the 2016 Primary Election held on August 2, 2016, and to add those results to the Preliminary Results as recommended by the Crawford County Election Officer
Motion 16	269	To accept the Final Results Report for the 2016 Primary Election held on August 2, 2016, as presented by the County Election Officer and the Report of the Write-In Votes for the 2016 Primary Election
Motion 16	270	That the consent agenda be approved including: Approval of the August 3, 2016 minutes
Motion 16	271	To approve the July 2016 Clerk's Report as presented
Motion 16	272	To approve 2017 County budget for publication with a hearing date set for August 23, 2016 at 10:00 AM

### UNDER THE HEADING NEW BUSINESS

#### CRAWFORD COUNTY BOARD OF HEALTH

#### PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

#### MESSAGES FROM THE PUBLIC

#### MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

#### MESSAGES FROM APPOINTED OFFICIALS

#### MESSAGES FROM ELECTED OFFICIALS

#### PROCLAMATION AND ORDERS OF THE BOARD

#### NEW BUSINESS

**Item One:** Mr. Pyle presented the 2017 budgets for the Fire District #1, Fire District #2, Fire District #3 and Fire District #4. He also presented the budgets for the Sewer Districts and stated that the Sewer Districts are non-levied funds. Mr. Pyle explained that the Fire Districts are capped at 5 mils. Mr. Wood had questions and a discussion was held on the Fire District #1 budget.

**On motion (16-274)** of Commissioner Wood and the second of Commissioner Murphy to approve the Fire District #1, Fire District #2, Fire District #4 and the Sewer Districts 2017 budgets for publication with a hearing date set for August 30, 2016 at 10:00 AM.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

**Item Two:** Mr. Pyle presented a 2016 budget amendment for Fire District #1. Mr. Pyle explained the reason for amending the budget. It was discussed that the fire district had a large cash carryover and that they wanted to transfer about \$40,000 into a newly created operating reserve fund but that they needed to increase their budget amount for 2016 in order to be able to make the transfer and still take care of operating expenses for 2016.

**On motion (16-275)** of Commissioner Wood and the second of Commissioner Murphy to approve the 2016 Budget Amendment for Fire District #1 for publication with a hearing date set for August 30, 2016 at 10:00 AM.

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Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

**Item Three:** Mr. Pyle stated he had an email from the SEK Regional Planning Commission in reference to a conference call Friday morning at 9:00 AM in reference to grants funds that might be available for public facilities.

**Item Four:** Mr. Emerson presented an annual invoice for dues to the Highway 69 Association. Mr. Emerson stated that the dues are \$2,000 and Crawford County has been a member of the association since it was started. Mr. Murphy was answered that the group is active.

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INVOICE

DATE: August 10, 2016

Crawford County  
ATTN: Jim Emerson  
jime@cckl.net

DESCRIPTION	AMOUNT
Annual contribution support	\$ 2000.00
<b>TOTAL</b>	<b>\$ 2000.00</b>

*Thanks  
Jim  
JB*

Please Remit To:  
Hwy 69 Association  
Attn: Blake Benson  
c/o Pittsburg Area of Commerce  
PO Box 1115  
Pittsburg, KS 66762

**THANK YOU!**

**On motion (16-276)** of Commissioner Wood and the second of Commissioner Murphy to approve the payment of dues in the amount of \$2,000 to the Highway 69 Association.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

**Item Five:** Mr. Emerson presenting a lease purchase agreement between Girard National Bank and Board of Commissioners, Crawford County, Kansas for a Diamond boom

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mower and John Deere tractor for the Road and Bridge Department in the amount of \$120,141.31 for 24 months at 1.64% interest.

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

THIS EQUIPMENT LEASE WITH PURCHASE OPTION ("Lease") is effective the 12TH day of AUGUST, 2016, by and between:

GIRARD NATIONAL BANK  
P.O. BOX 67  
GIRARD, KS 66743

("Lessor")

and  
BOARD OF COMMISSIONERS, CRAWFORD COUNTY, KANSAS  
P.O. 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 24 months from the date of delivery of the Equipment to Lessee ("Commencement Date"), and mature no later than AUGUST 12, 2018.

3. Rent. Lessee agrees to pay to Lessor monthly installments of rent in the amount of \$5,091.86, each, in advance of the Commencement Date, beginning SEPTEMBER 12, 2016, 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 \$ 120,141.31; (2) the annual average effective fixed interest rate is 1.64%; 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.

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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 \$<sup>0.00</sup> \_\_\_\_\_, 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

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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.

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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



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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.

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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 waiver or diminish Lessor's right thereafter to demand

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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,

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

To Lessor:	<u>GIRARD NATIONAL BANK</u> <u>P.O. BOX 67</u> <u>GIRARD, KS 66743</u>
To Lessee:	<u>BOARD OF COMMISSIONERS, CRAWFORD COUNTY, KANSAS</u> <u>P.O. BOX 249</u> <u>GIRARD, KS 66743</u>

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

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(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.

## GIRARD NATIONAL BANK

By: \_\_\_\_\_

APRIL WILKES, AVP

“Lessor”

BOARD OF COMMISSIONERS, CRAWFORD COUNTY, KANSAS

By: Carl R Wood 8/16/2016  
Name: \_\_\_\_\_  
Title: CARL R. WOOD, VC

By: Donald P. Pyle  
Name: \_\_\_\_\_  
Title: DONALD P. PYLE, CLERK

April Wilkes  
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	DIMOW DBM-C-A 21' SIDE FOLD BOOM MOWER	1L06110MVGG854703
1	JOHN DEERE 4225L 6110M CAB TRACTOR	1L06110MAGG855058

**On motion (16-277)** of Commissioner Murphy and the second of Commissioner Wood to approve the lease purchase agreement between Girard National Bank and Board of Commissioners, Crawford County, Kansas for a Diamond boom mower and John Deere

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tractor for the Road and Bridge Department in the amount of \$120,141.31 for 24 months at 1.64% interest and authorize the Vice Chairman to sign.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

**Item Six:** Mr. Murphy asked if 51.169 was the mill levy for the County that was finalized for publication. He stated that he was not in attendance at the meeting when the 2017 budget was approved and had some questions. Mr. Emerson and Mr. Pyle explained some of the changes to the budget for 2017.

**Item Seven:** Mr. Murphy stated that the road and bridge department has started chip and sealing county roads and to advise motorist to use caution and to slow down.

**Item Eight:** Mr. Wood discussed some prior issues that were delayed while working on the budget. He stated he would like to revisit the Courthouse Office hours and the sick leave policy. Mr. Wood asked Mr. Emerson if Occupation Health was all set to do all the drug and alcohol testing at Via Christi and Mr. Emerson answered that everything is in place. A discussion was held on the random drug and alcohol testing. Mr. Wood would also like to discuss the concealed carry laws and Crawford County employees.

### **UNDER THE HEADING OLD BUSINESS**

**Item One:** Mr. Pyle stated that the conference call with SEK Regional Planning Commission on Friday is in reference to Project 17 for grant funding for broadband access.

**Item Two:** Mr. Emerson stated that a motion is needed to appoint John Macary as Interim Crawford County Appraiser for a period of 6 months. Mr. Emerson stated per state regulations Mr. Macary cannot be appointed for more than a 6 month period.

**On motion (16-278)** of Commissioner Wood and the second of Commissioner Murphy to approve of the appointment of Mr. John Macary as Interim Crawford County Appraiser for a period of 6 months.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

**Item Three:** Mr. Murphy asked about the Zoning Administrator position and was answered that the position has been advertised with a deadline of Friday, August 19, 2016 to apply.

**Item Four:** Mr. Murphy asked about the Emergency Management Position and this will be discussed in executive session.

## Board of Crawford County Commissioners

**Item Five:** Mr. Murphy discussed loose rock damaging vehicles. Mr. Emerson stated that if a vehicle is damaged, a claim is submitted by the vehicle owner and then sent to the County's insurance company and then EMC will make a decision on the claim.

### EXECUTIVE SESSION

**Item One:** Mr. Emerson requested an executive session for a period of not more than 20 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and interim County Appraiser John Macary.

**On motion (16-279)** of Commissioner Murphy and the second of Commissioner Wood to recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and Interim County Appraiser John Macary.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

The Commissioners went into Executive Session at 10:56 AM and reconvened the Open Session at 11:16 AM with no action taken except to go back into open session.

### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

#### FUTURE BUSINESS:

**Item One: August 19, 2016** – Mr. Wayne Gudmonson, District Engineer, George Dockery Area Engineer and Ms. Kristy Kelley, Community Affairs Manager, Kansas Department of Transportation, discussing delayed projects.

**Item Two: August 23, 2016 – 10:00 AM** Public Hearing on the 2017 County budget.

**Item Three: August 23, 2016** – Mr. Bob Clement, Benefit Consultant with Gallagher & Co. discussing health insurance.

#### ANNOUNCEMENTS:

### UNDER THE HEADING MOTION TO ADJOURN

#### MOTION TO ADJOURN

**Item One:** Adjournment

**On the motion** of Commissioner Murphy and the second of Commissioner Wood to adjourn the [August 16, 2016](#) meeting of the Board of Crawford County Commissioners at 11:17 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Wood and Murphy

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

## Board of Crawford County Commissioners

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

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**Don Pyle**  
County Clerk

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**This submission completed at the Crawford County Courthouse in Girard.**  
**[Taken by BKW 8/16/16 11:17 AM/amended BKW 08/17/2016 7:54 AM](#)**