

Board of Crawford County Commissioners

Commissioners' Journal

2018, [THIRTY-SIXTH](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS **Friday, May 18, 2018, 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 Jeff Murphy served as the presiding officer. Commissioners Tom Moody and Carl Wood were in attendance. County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board. Chairman Murphy led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (18-182) of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the **May 15, 2018** minutes of the Board of County Commissioners
2. Approval of the accounts payable warrant numbers **581983 and 581985 to 582257 dated May 15, 2018 in the total amount of \$308, 954.06**, and
3. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

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

Motion 18	179	That the consent agenda be approved including: Approval of the May 11, 2018 minutes
Motion 18	180	To approve the 2018 Emergency Solutions Grant Application and authorize the Chairman to sign

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Motion 18	181	To recess this open session and go into a closed executive session for a period of not more than 15 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
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UNDER THE HEADING NEW BUSINESS

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS NEW BUSINESS

Item One: Mr. Jim Emerson, County Counselor presenting a Promissory Note and Security Agreement between Community National Bank & trust and Board of Crawford County Commissioners for fire trucks for Crawford County Fire District #1. Mr. Emerson stated that the amount of the lease is \$360,000 for a ten year period at 3.22% interest. There was a discussion on the ability of paying the note off early. Mr. Wood was answered that this is set as monthly payment.

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LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0300003974	BOARD OF COUNTY COMMISSIONERS	00019085-1-1	05/18/18	TRS/KJ
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$360,000.00	Not Applicable	3.220%	06/01/28	Commercial
Creditor Use Only				

PROMISSORY NOTE AND SECURITY AGREEMENT (Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note and Security Agreement (Loan Agreement) is May 18, 2018. The parties and their addresses are:

LENDER:
 COMMUNITY NATIONAL BANK AND TRUST
 606 W St John, PO Box 326
 Girard, KS 66743
 Telephone: (620) 724-4446

BORROWER:
 BOARD OF COUNTY COMMISSIONERS
 CRAW CO COURTHOUSE
 GIRARD, KS 66743

- 1. DEFINITIONS.** As used in this Loan Agreement, the terms have the following meanings:
- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
 - B. **Loan Agreement.** Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications and substitutions of this loan Agreement.
 - C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Loan Agreement.
 - D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
 - E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
 - F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
 - G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.
- 2. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **\$360,000.00 (Principal)** plus interest from May 18, 2018 on the unpaid Principal balance until this Loan Agreement matures or this obligation is accelerated.
- 3. INTEREST.** Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of **3.220 percent (Interest Rate)**.
- A. **Interest After Default.** If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, interest will accrue at 5.00% above the then current interest rate, until such time as the default is cured. The Interest Rate will increase upon the occurrence of default exceeding 30 days under this note, or under any loan agreement, mortgage, security agreement, guaranty or other loan document given in connection herewith. However, in no event will the interest rate exceed the maximum interest rate limitations allowed under applicable law.
 - B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Loan Agreement will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
 - C. **Statutory Authority.** The amount assessed or collected on this Loan Agreement is authorized by the Kansas usury laws under Kan. Stat. Ann. § 16-207.
 - D. **Accrual.** Interest accrues using an Actual/360 days counting method.
- 4. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Loan Agreement.
- A. **Late Charge.** If a payment is more than 10 days late, I will be charged 5.000 percent of the Unpaid Portion of Payment. However, this charge will not be greater than \$250.00. I will pay this late charge promptly but only once for each late payment.
- 5. PURCHASE MONEY SECURITY INTEREST.** This Loan creates a Purchase Money Security Interest to the extent you are making advances or giving value to me to acquire rights in or the use of collateral and I in fact use the value given for that purpose. Purchase Money Loan means any loan or advance used to acquire rights in or the use of any Property. The portion of the Property purchased with loan proceeds will remain subject to the Purchase Money Security Interest until the Secured

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 Kansas Promissory Note and Security Agreement
 KS/4Krisa5@0000000001688029N Wolters Kluwer Financial Services ©1998, 2018 Bankers Systems™ Page 1

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Debts are paid in full. I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. Payments on any non-Purchase Money Loan also secured by this Loan will not be applied to the Purchase Money Loan. Payments on the Purchase Money Loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula. You may include the name of the seller on the check or draft for this Loan Agreement.

6. PAYMENT. I agree to pay this Loan Agreement in 120 payments. A payment of \$3,525.22 will be due July 1, 2018, and on the 1st day of each month thereafter. A final payment of the entire unpaid balance of Principal and interest will be due June 1, 2028.

Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Loan Agreement will be applied first to escrow that is due, then to late charges that are due, then to interest that is due, then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Loan Agreement. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

8. LOAN PURPOSE. The purpose of this Loan is Lease purchase 1-2018 Weis Fire Quick Attack Fire Body on a 2018 Ford F550 Chassis and 2-2018 Weis Fire Quick Attack Fire Body on a 2018 Ford F-350 Chassis.

9. ADDITIONAL TERMS. ADDENDUM

The County 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 the Counties current budget year or (b) funds made available from any lawfully operated revenue producing source.

In the event sufficient funds shall not be budgeted and appropriated by the Lessee for any Fiscal Year sufficient in amount to provide for the rental required hereunder for such fiscal year in order to continue during the lease term, then the Lessee shall terminate this lease pursuant to this subsection by so notifying the Lessor; and the Lessee shall not be obligated to make payments of the rental required by this lease beyond the end of the period for which the Lessee has budgeted therefore subsequent to the end of the then current fiscal year. The Lessee agrees to deliver written notice to the Lessor of a termination of the lease under provisions of the subsection within thirty (30) days after the Lessee's failure to budget and appropriate for the rental in the ordinary course of its business, and the Lessee shall surrender the property to the Lessor on the last day of the last period for which moneys for the payment of the rental have been appropriated and/or made. In the event the Lessee fails to make the required rental when it becomes due or within a reasonable time thereafter, or terminates the lease pursuant to this paragraph, the exclusive remedy of the Lessor shall be to enter and remove the equipment from the County premises and to retain all sums previously paid by Lessee. In the event Lessee terminates this agreement pursuant to this paragraph, Lessee shall not expend funds for property similar to the subject property for one (1) year.

10. SECURITY. The Loan is secured by Property described in the SECURITY AGREEMENT section of this Loan Agreement.

11. SECURITY AGREEMENT.

A. Secured Debts. This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications and replacements of these debts:

(1) Sums Advanced under the terms of this Loan Agreement. All sums advanced and expenses incurred by you under the terms of this Loan Agreement.

(2) All Debts. All present and future debts of all Borrowers owing to you, even if this Security Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Security Agreement will not secure any debt which is also secured by real property or for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Security Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

B. Security Interest. To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Security Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Security Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

C. Property Description. The Property subject to this Security Agreement is described as follows:

(1) Specific Property. 2018 Weis Fire Quick Attack RM300 Fire Body on a 2018 Ford F350 Chassis, VIN# 1FDRF3H63JEC10494

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2018 Weis Fire Quick Attack RM300 Fire Body on a 2018 Ford F350 Chassis, VIN# 1FDRF3H61JEC10493
2018 Weis Fire Quick Attack Fire Body on a 2018 Ford F550 Chassis, VIN #1FD0W5HY9JEC46423

D. Duties Toward Property.

(1) Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

(2) Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my name or address.

Until the Secured Debts are fully paid and this Security Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

(3) Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Security Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

E. Authority To Perform. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement or any other security interest, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

(1) pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.

(2) pay any rents or other charges under any lease affecting the Property.

(3) order and pay for the repair, maintenance and preservation of the Property.

(4) file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.

(5) place a note on any chattel paper indicating your interest in the Property.

(6) take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.

(7) handle any suits or other proceedings involving the Property in my name.

(8) prepare, file, and sign my name to any necessary reports or accountings.

(9) make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

F. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Kansas. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

G. Perfection of Security Interest. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all actual costs of terminating your security interest.

12. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or

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involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Loan Agreement or any other obligations I have with you.

C. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Loan Agreement.

D. Other Documents. A default occurs under the terms of any other Loan Document.

E. Other Agreements. I am in default on any other debt or agreement I have with you.

F. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Judgment. I fail to satisfy or appeal any judgment against me.

H. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

I. Name Change. I change my name or assume an additional name without notifying you before making such a change.

J. Property Transfer. I transfer all or a substantial part of my money or property.

K. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

L. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Loan Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

13. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

14. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Loan Agreement, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Loan Agreement.

(1) You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Loan Agreement.

(4) You, or any institution participating in this Loan Agreement, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Loan Agreement to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Loan Agreement as a Borrower is authorized to modify the terms of this Loan Agreement or any instrument securing, guarantying or relating to this Loan Agreement.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Loan Agreement, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

15. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Loan Agreement immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Loan Agreement, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Loan Agreement against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Loan Agreement" means the total amount to which you are entitled to demand payment under the terms of this Loan Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Loan Agreement, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

G. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Loan Agreement will be reasonable notice to me under the Kansas Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a

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commercially reasonable manner at my expense following any commercially reasonable preparation or processing (where permitted by law).

If any items not otherwise subject to this Loan Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them (where permitted by law).

H. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

I. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Loan Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

17. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

18. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or to which I am a party.

A. Ownership of Property. To the extent this is a Purchase Money Security Interest, I will acquire ownership of the Property with the proceeds of the Purchase Money Loan. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

19. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Loan Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property and I will pay for the insurance on your demand. You may demand that I pay for the insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

20. APPLICABLE LAW. This Loan Agreement is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Kansas, unless otherwise required by law.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Loan Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Loan Agreement may not be amended or modified by oral agreement. No amendment or modification of this Loan Agreement is effective unless made in writing. This Loan Agreement and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Loan Agreement.

24. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents

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or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

25. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

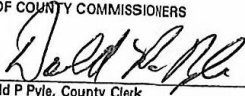
26. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you or any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.


27. WAIVER OF JURY TRIAL. All of the parties to this Loan Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Loan Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

28. SIGNATURES. By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement.

BORROWER:

BOARD OF COUNTY COMMISSIONERS

By 
Donald P Pyle, County Clerk

By 
JEFFREY W MURPHY, Chairman

LENDER:

Community National Bank and Trust

By _____ Date _____
Tony R. Stonerock, President

Board of Crawford County Commissioners



AGREEMENT TO PROVIDE INSURANCE

DATE AND PARTIES. The date of this Agreement to Provide Insurance (Agreement) is May 18, 2018. The parties and their addresses are:

OWNER:
BOARD OF COUNTY COMMISSIONERS
CRAW CO COURTHOUSE
GIRARD, KS 66743

SECURED PARTY:
COMMUNITY NATIONAL BANK AND TRUST
606 W St John, PO Box 326
Girard, KS 66743

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner.

1. LOAN DESCRIPTION (Loan).

- A. Date. May 18, 2018
- B. Loan Number. 0300003974
- C. Loan Amount. \$360,000.00

2. AGREEMENT TO PROVIDE INSURANCE. As part of my Loan, I agree to do all of the following.

- A. I will insure the Property as listed and with the coverages shown in the DESCRIPTION OF PROPERTY section.
- B. I will have you named on the policy, with the status listed under the STATUS section.
- C. I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted.
- D. I will pay for this insurance, including any fee for this endorsement.
- E. I will keep the insurance in effect until the Property is no longer subject to your security interest. (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section.)

3. DESCRIPTION OF PROPERTY. The Property subject to this Agreement is described as follows.

Equipment: 2018 Weis Fire Quick Attack RM300 Fire Body on a 2018 Ford F350 Chassis, VIN# 1FDRF3H63JEC10494
2018 Weis Fire Quick Attack RM300 Fire Body on a 2018 Ford F350 Chassis, VIN# 1FDRF3H61JEC10493
2018 Weis Fire Quick Attack Fire Body on a 2018 Ford F550 Chassis, VIN #1FD0W6HY9JEC46423

I agree to insure this Property according to the following described risks, amount of coverage, and maximum deductible allowed. I will insure the Property with the coverages necessary to protect the Property from all risks and liability reasonably associated with the Property. The insurable value of this Property is \$0.00. The term of coverage will be _____ . The amount of premium will be _____ .

Effective Date:

INSURANCE COMPANY. The insurance policy covering the Property and the insurance company issuing the policy are as follows:

Policy Number. FDK 2418192 EMC Insurance
Insurance Company Name, Address, and Phone Number. 245 N Waco, Suite 330
Wichita, KS 67202
316-352-5700

INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows:

Agent Name. Ryan Ryan Ryan Insurance LLC
Agency Name, Address, and Phone Number. 2308 S Broadway, Pittsburg, KS 66762
620-231-3500

4. STATUS. Your status shall be listed on the insurance policy as Lienholder. The current lien position of the Secured Party is First lien.

5. MAILING ADDRESS. Please return to Secured Party at the address listed in the DATE AND PARTIES section.

Board of Crawford County Commissioners

SIGNATURES FOR OWNERS AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY. By signing below, I agree to the terms contained in this Agreement and acknowledge receipt of a copy of this Agreement. I request the listed insurance company and agency to provide the indicated coverage, and list you on the policy with the indicated status. I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you.

OWNER:

BOARD OF COUNTY COMMISSIONERS

By _____
Donald P Pyle, County Clerk

By _____
JEFFREY W MURPHY, Chairman

SIGNATURE OF SECURED PARTY AND REQUEST FOR CONFIRMATION. Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above.

SECURED PARTY:

Community National Bank and Trust

By _____ Date _____
Tony R. Stonerock, President

SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION. By signing below, Insurance Company confirms the existence of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation.

INSURANCE COMPANY:

Insurance Company

By _____
Signer Name _____
Signer Title _____
Telephone Number _____

Board of Crawford County Commissioners

DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is May 18, 2018. The parties and their addresses are:

LENDER:
COMMUNITY NATIONAL BANK AND TRUST
 606 W St John, PO Box 326
 Girard, KS 66743
 Telephone: (620) 724-4446

BORROWER:
BOARD OF COUNTY COMMISSIONERS
CRAW CO COURTHOUSE
 GIRARD, KS 66743

Loan Number: 030003974

- 1. DEFINITIONS.** As used in this Disbursement Authorization, the terms have the following meanings:
- A. Pronouns. The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization, individually and together. "You" and "Your" refer to the Lender.
 - B. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization.
- 2. DISBURSEMENT SUMMARY.** The following summarizes the disbursements from the Loan.

Loan		\$360,000.00
Cash Paid In	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0.00
Disbursed to Borrowers	\$0.00	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$360,000.00	
Total Amounts Disbursed		\$360,000.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

3. DISBURSEMENT AUTHORIZATION. I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$360,000.00
Weis Fire & Safety Eq. Co, Check	05/18/2018	\$360,000.00
#		
TOTAL DISBURSED:		\$360,000.00

Amount remaining to be disbursed, if any: \$0.00

4. ADDITIONAL INSTRUCTIONS. 0

BOARD OF COUNTY COMMISSIONERS
 Disbursement Authorization
 KS/4KristaS@0000000001658029N

Wolters Kluwer Financial Services ©1996, 2018 Bankers Systems™

Page 1



Board of Crawford County Commissioners

I acknowledge receipt of a copy of this Disbursement Authorization on May 18, 2018.

BORROWER:

BOARD OF COUNTY COMMISSIONERS

By _____
Donald P Pyle, County Clerk

By _____
JEFFREY W MURPHY, Chairman

Board of Crawford County Commissioners

COMMERCIAL LOAN REQUEST

BORROWING INTENT: <i>Check One</i> Borrowing intent should be evidenced when an individual is applying with the applicant for shared or joint credit (e.g. individual is co-borrower with a business, or two individuals are borrowing together).		<input type="checkbox"/> Individual Credit: Relying <u>solely</u> on my income <input type="checkbox"/> Individual Credit: Relying on my income <u>and</u> income from other sources <input type="checkbox"/> Joint Credit: We intend to apply for joint credit. (Initials) _____	
Type of Entity: <i>Check One</i>	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship/DBA <input type="checkbox"/> LLC	<input type="checkbox"/> Individual <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Other: <u>Board of County Commissioners, Crawford County, Kansas</u>	
Legal Name: Board of County Commissioners		Tax Identification Number/EIN: 08-992637	
Physical Street Address: <i>No P.O. Boxes</i>		111 E. Forest	Mailing Address:
City, State, ZIP: Girard, KS 68743		City, State, ZIP:	
Telephone Number: 620-724-6115/620-724-6390		Primary Business Contact Name: Jim Emerson, Crawford County Counselor	
Description of Business:			
Co-Borrower Name #1:		Name: _____ Address: _____ SSN: _____ DOB: _____ Telephone: _____	
Co-Borrower Name #2:		Name: _____ Address: _____ SSN: _____ DOB: _____ Telephone: _____	
<input type="checkbox"/> Over \$1 Million		<input type="checkbox"/> Under \$1 Million	
Amount Requested:		\$360,000.00	
Collateral Description: 2-2018 Weis Fire Quick Attack Fire body on a 2018 Ford F-350 Chassis and 1-2018 Weis Fire Quick attack fire body on a 2018 Ford F-550 Chassis			
Collateral Address (if applicable):			
Owner Occupancy: <input type="checkbox"/> Occupied as Principal Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment			
Lien Position: 1st			
Property includes Manufactured Home and Land <input type="checkbox"/>		Property includes Manufactured Home with NO Land <input type="checkbox"/>	
Credit Authorization: I/We authorize Community National Bank & Trust (Lender) to obtain a consumer report(s), and to obtain and exchange information from and with other credit grantors and consumer reporting agencies. I/We authorize Lender to retain all information and reports for Lender's files. True and Correct: I/We certify that all statements made on this application are true and correct and that I/We have withheld nothing that would, if disclosed, unfavorably affect this application. The furnishing of false information for the purpose of influencing Bank's loan decision violates Federal criminal laws and may subject a violator to fine, imprisonment or both. Notice of Appraisal: We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost. This notice is intended to apply to a loan that will be secured by a 1-4 family dwelling. The term "dwelling" includes, but is not limited to, an individual condominium or cooperative unit, and a mobile or other manufactured home. Credit Denial Notice: If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting trade credit, a factoring agreement, or similar types of business credit in this Commercial Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact: [Community National Bank and Trust 14 N Lincoln, Chanute Ks 66720] within 60 days of the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you. Equal Credit Opportunity Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning Benchmark Bank is: Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050.			
<input checked="" type="checkbox"/> Authorized Signer <input type="checkbox"/> Co-Borrower <input type="checkbox"/> Guarantor		Don Pyle, County Clerk _____ Printed Name Date: 5/09/2018	
<input checked="" type="checkbox"/> Authorized Signer <input type="checkbox"/> Co-Borrower <input type="checkbox"/> Guarantor		Jeff Murphy, Chairman _____ Printed Name Date: 5/09/2018	

On motion (18-183) of Commissioner Wood and the second of Commissioner Moody to approve the Promissory Note and Security Agreement between Community National Bank & Trust and the Board of County Commissioners in the amount of \$360,000 for 10

Board of Crawford County Commissioners

years at 3.22% interest for 3 fire trucks for Crawford County Fire District #1 and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

Item One: Ms. Lissa Rhodes, City of Arma Economic Development Committee addressed the Federal Opportunity Zone. Ms. Rhodes stated that the Committee filed for the Federal Opportunity Zone and explained the Federal Opportunity Zone program. She stated that the main focus is to help locate a grocery store in Arma. She explained that the proposal is a distribution center and explained how the center would work. She addressed other small communities that need a grocery store for their residents and how those cities could join in the distribution center. Ms. Rhodes stated that she attended a USDA grant writing workshop and also attended a 2-day conference on economic development. She explained that the committee is not requesting anything from the Commissioners at this time but wanted them to be aware of the project the committee is working on. Ms. Rhodes stated that the next step is to present the proposal to Project 17, contact other city councils to check on the willingness to do a letter of intent and then a feasibility study. Mr. Wood was answered that grants can be applied for after the feasibility study. Ms. Rhodes stated that there are quite a few grant and loan opportunities through USDA. She said that Mr. Dick Horton from the City of Pittsburg has been their mentor on this project. Ms. Rhodes also discussed Stress Panel Manufacturing in Arma.

Economic Impact of Community Grocery Store

City	Population	Househlds	Est. Monthly Sales (\$)	Est. Annual	
				Annual City Tax Leakage (\$)	County Sales Tax (\$)
Arma	1,404	657	219,819	26,376	197,837
Mulberry	450	220	73,607	8,832	66,246
Arcadia	436	136	45,503	5,460	40,952
Cherokee	714	289	96,693	11,592	87,023
Altamont	1,098	419	140,189	16,812	130,375
Riverton	900	354	118,441	14,208	113,703
Chetopa	1,358	493	164,947	19,788	130,375
Galena	2,953	1,198	400,827	48,096	384,794
Liberal, MO	742	319	106,731		
Jasper, MO	931	365	122,121		

Board of Crawford County Commissioners

Issues and challenges Facing Rural Grocery Stores

In 2008, the rural Grocery Sustainability Project of the Kansas State University Center for Engagement and Community Development surveyed rural Kansas grocers. The grocers identify the most significant challenges, in order:

1. Operating costs/utilities
2. Labor availability/costs
3. Competition with large chain grocery stores
4. Taxes and regulations
5. Lack of community support
6. Low sales volume

The survey revealed other issues facing rural grocery stores. Almost 50% reported the minimum purchasing or ordering requirements were set too high. They reported that they were charged a surcharge if the minimum order was not met. About 40% said they were not provided fair pricing compared to chain stores.

According to a 2007 Nielsen Company study, 60% of consumers shop dollars over proximity.

Ownership Models

- Independent Retailer
- Community-owned
 - Community is the owner
 - Can tailor to fit the community, can set fair prices
 - Potential to provide a significant development boost to a rural community
 - Locally-owned store returns an average of \$45 out of every \$100 spent to the community.
- Cooperative
 - Similar to community owned

Example of Community Owned

Gove, Kansas

Gove, Kansas (population 105, 2000 Census) is an example of a community that has successfully used the community-owned model. Gove's grocery store closed in 1980, a common occurrence in small, western Kansas communities like Gove. In response, a group of citizens formed the Gove Community Improvement Association (GCIA) and founded the GCIA Grocery Store. In 1995, the GCIA built a new building with volunteer labor, local donations and a loan from the local electric cooperative. The building contains both the grocery store and the County Seat Café, a locally-owned eating place replacing the town café that closed in the early 1990s. The grocery store is operated by a hired manager, but a volunteer board of directors provides directions and also works in the store. In 2006, the GCIA expanded its grocery business by purchasing a local grocery distribution business that delivers groceries to the GCIA Grocery store and then redistributes groceries to other local stores. This allows local stores to meet minimum purchasing requirements, a major challenge to rural grocery stores, while also sharing purchasing of items like meat and produce. Local residents may join the GCIA for a \$25 fee, which brings certain purchasing privileges at the GCIA Grocery Store (such as charging). (Kansas State) Gove County is 400 miles northeast of Crawford County.

Board of Crawford County Commissioners

Some communities are striking a private-public partnership to keep their stores alive — meaning local officials declare food access a public good and use public dollars to support the grocery store. This approach is keeping the St. Paul Supermarket in St. Paul, Kansas, afloat. The city council paid to build the market, Procter says. He explains that a couple runs the shop, paying off the debt and drawing a salary, but that the city will always own the enterprise. By ensuring that the store is community-owned, no board or owner can turn around and say, “Your bottom line isn’t working.”

In Kiowa, Kansas, the community has created a cooperative, and in Little River, the city government and a community foundation have invested together to ensure their store survives. Tax credits and grants are being used more than ever before. And in Plains, in the southwest part of Kansas, the community is taking the nonprofit route to open a store next year. “People are getting creative and, I think, realizing that they have to do it themselves,” says Scott

Associated Wholesale Grocers Requirements

- \$25,000 of weekly orders
- Purchase of 15 shares of stock, currently valued at \$2,200 (\$33,000)

MESSAGES FROM APPOINTED OFFICIALS

Item One: Mr. Greg Hite, Shop Foreman addressed widening the doorway at the barn to get the bigger equipment into the building. Mr. Murphy stated that Maintenance Supervisor Robert Gorentz has a couple of bids on the project. The Commissioners decided to have a work session with Mr. Gorentz to discuss this project. Mr. Hite also reported on the bucket truck he looked at and stated that it was in bad condition. The Commissioners asked Mr. Hite to continue looking for a bucket truck. There was a discussion on the paver hooking on to the new dump trucks and the issue of cleaning the paver after each use. He informed the Commissioners that the mechanic shop is working on the motor grader overhaul. The Commissioners requested that Mr. Hite check on the status of the new mowers being delivered.

MESSAGES FROM THE PUBLIC

MESSAGES FROM ELECTED OFFICIALS

PROCLAMATION AND ORDERS OF THE BOARD

NEW BUSINESS *continued*

Item Two: Mr. Pyle discussed open meetings and open records and changes in legislation that was passed in 2017. He gave the Commissioners information on how Executive Sessions should be called for.

Board of Crawford County Commissioners



Example

- Board of county commissioners enters three executive sessions to discuss personnel matters of non-elected personnel to conduct performance reviews
- First executive session was 60 minutes, second was 30 minutes and third was 20 minutes
- In open meeting after executive session, Board approved salary increase for the County Auditor and voted to not renew contract of the County Manager



Example

- Motion
 - Subject – conduct performance reviews
 - Justification – personnel matters of non-elected personnel
 - Include the time/place open meeting will resume
- Binding Action
 - Consensus may have been reached in executive session; action in open meeting

Board of Crawford County Commissioners



Executive sessions

- Parts of the motion for executive session:
 - ✓ Statement of the subject(s) to be discussed (without revealing confidential information)
 - ✓ Justification (from the statute)
 - ✓ Time/place open meeting will resume

K.S.A. 2017 Supp. 75-4319



Executive sessions

Commonly used justifications:

- Personnel matters of non-elected personnel
- Consultation with the public body's attorney
- Employer - Employee negotiations
- Confidential data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship (economic development)
- Matters affecting a student, patient or resident of a public institution
- Preliminary discussions relating to the acquisition of real property
- Security measures

K.S.A. 2017 Supp. 75-4319, as amended

Item Three: Mr. Emerson presented a Warranty Deed from Crawford County to Dale & Kelly Burnick Living Trust. He stated that this is for some property the county acquired in 1937 that is not needed so the county needs to deed it back to the landowner.

Board of Crawford County Commissioners

WARRANTY DEED

This Warranty Deed is made this 18th day of May, 2018, by and between Crawford County, Kansas, a political subdivision of the State of Kansas, by and through its Board of County Commissioners, of the first part, and Dale L Burnick and Kelly J. Burnick Living Trust,

WITNESSETH, that said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents, grant, bargain, sell, and convey unto said parties of the second part, their heirs, successors, and assigns, all the following described real estate situated in Crawford County and the State of Kansas, to wit:

A strip of land described as follows: Beginning at a point 25' East of the SW corner of the NW1/4 of the SW1/4 of Section 33, Township 28S, Range 25E; thence East 15'; thence North 626'; thence West 10'; thence North 400'; thence West 5'; thence South 1026' to point of beginning.

except and subject to easements, restrictions and rights-of-way of record, if any.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. Any said first party for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said parties of the second part, that it will warrant and forever defend the same unto said parties of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under it.

IN WITNESS WHEREOF, the said party of the first part has caused this Warranty Deed to be executed and delivered by its duly authorized representatives the day and year first above written.

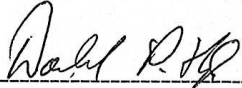
BOARD OF COUNTY COMMISSIONERS
OF CRAWFORD COUNTY, KANSAS

(SEAL)

By  _____
Jeff Murphy, Chairman

Board of Crawford County Commissioners

ATTEST:



Donald P. Pyle, County Clerk

STATE OF KANSAS)
) ss:

COUNTY OF CRAWFORD)

BE IT REMEMBERED THAT on this 18th day of May, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Murphy, Chairman of the Board of County Commissioners of Crawford County, Kansas, and Donald P. Pyle, County Clerk of Crawford County, Kansas, who are personally known to me to be such Chairman and County Clerk, respectively, and who are personally known to me to be the same persons who executed, as such Chairman and County Clerk, respectively, the within instrument of writing on behalf of the Board of County Commissioners of Crawford County, Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said Board of County Commissioners of Crawford County, Kansas.

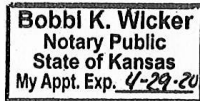
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the date and year last above written.



Bobbi K. Wicker, Notary Public

(SEAL)

My Appointment expires: 4-29-20



On motion (18-184) of Commissioner Moody and the second of Commissioner Wood to approve the Warranty Deed from Crawford County, Kansas to the Dale L Burnick & Kelly J Burnick Living Trust for a strip of land located in the NW1/4 of the SW1/4 of Section 33, Township 28S, Range 25E and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Pyle handed out a sample letter from IMA to employees stating they are looking into additional opportunities through the health care. He explained that the letter will be available to the employees at the BC/BS meetings on Monday and Tuesday of next week. The Commissioners approved the letter.

Board of Crawford County Commissioners

Dear Crawford County Employee,

Crawford County is exploring the potential offering of a new benefit to you, your spouse and dependents who are enrolled on the Crawford County medical plan. The benefit is a confidential program that may allow you the ability to speak one-on-one with an independent pharmacist to ensure your medications are working properly to keep you healthy and active. Your participation in the program will allow you to:

- Receive personal and private consultations with an independent pharmacist
- Make sure your medications are safe, affordable and effective
- Find clinically effective, cost saving alternatives

You are qualified to participate in the program if:

- You have a chronic condition such as Diabetes, High Blood Pressure, High Cholesterol, Asthma/COPD, Osteoporosis, Heart Disease, Pain Management, Mental Health Treatment or take a Specialty Medication

AND

- Are taking multiple medications

The program also partners with your physician so they are in the know on what is being discussed and recommended by the independent pharmacist. In addition, you will not be required to change your pharmacy where you are filling your prescriptions today.

Please be sure to provide your feedback about this potential benefit offering on the Crawford County Health Insurance Survey.

As always, please don't hesitate to reach out to me with any questions.

Sincerely,

Don Pyle
Crawford County Clerk

Board of Crawford County Commissioners



Crawford County HEALTH INSURANCE SURVEY K A N S A S

Would you and your family benefit from the EAP (Employee Assistance Program)?

YES NO

Do you or anyone covered under your insurance plan use tobacco products?

YES NO

Do you understand tele-health and do you think it will benefit you?

YES NO // YES NO

Do you have a primary doctor? Approximately when was your last visit?

YES NO _____

Do you feel the wellness blood screen is beneficial?

YES NO

Are you aware that our BCBS plan includes a vision plan?

YES NO

If available would you be open to having a 3rd party review your medications and make suggestions to your primary doctor regarding your health with the possibility of getting an incentive?

YES NO

What changes would you like to see for the health insurance plan for 2019? _____

Item Two: Mr. Murphy reported on the Economic Summit that will take place on June 26, 2018.

Item Three: Mr. Murphy gave the other Commissioners a map of all the new addresses in the county in the last five years that GIS Director Kyle Nelson created.

Item Four: Mr. Wood reported on when his road and bridge crew will attend the BC/BS meetings on Monday. Mr. Wood stated that it is not mandatory but he is telling his crew he would like them all to attend.

Board of Crawford County Commissioners

EXECUTIVE SESSION

Item One: Commissioner Jim Emerson requested an executive session for 10 minutes to discuss Non-Elected Personnel.

On motion (18-185) of Commissioner Wood and the second of Commissioner Moody to recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene at 11:10 AM.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

The Commissioners went into Executive Session at 11:00 AM and reconvened the Open Session at 11:10 AM with no action taken except to go back into open session.

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

Item One: May 22, 2018 – Discussion of the Crawford County Neighborhood Revitalization Plan.

ANNOUNCEMENTS:

Item One: Wednesday May 23, 2018 – ATC Groundbreaking Ceremony at 12:00 PM at the Crawford County Mental Health Center, 3101 N Michigan, Pittsburg. All three Commissioners may be in attendance.

Item Two: Thursday, May 24, 2018 – Pittsburg Area Chamber of Commerce 2018 Annual Banquet beginning at 6:00 PM at the Overman Student Center, Crimson & Gold Ballroom, Pittsburg State University. All three Commissioners may be in attendance.

UNDER THE HEADING MOTION TO ADJOURN

MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Moody and the second of Commissioner Wood to adjourn the [May 18, 2018](#) meeting of the Board of Crawford County Commissioners at 11:11 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

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.

Don Pyle
County Clerk

◇

This submission completed at the Crawford County Courthouse in Girard.
[Taken BKW 5/18/18 11:11 AM/amended BKW 5/21/18 3:00 PM](#)