

# Board of Crawford County Commissioners

## Commissioners' Journal

2014, THIRTY-SEVENTH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS Friday, May 30, 2014, 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 Bob Kmiec served as the presiding officer.

Commissioner Carl Wood was in attendance.

County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board.

Chairman Kmiec led the pledge of allegiance.

### UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING

#### CONSENT AGENDA

**On motion (14-137)** of Commissioner Wood and the second of Commissioner Kmiec that the consent agenda be approved including:

1. Approval of the May 23, 2014 minutes of the Board of Commissioners, and
2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Kmiec and Wood

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:

Motion 14	135	That the consent agenda be approved including: Approval of the May 20, 2014 minutes
Motion 14	136	To approve the purchase of a new fire truck from Weis Fire and Safety Equipment in the amount of \$102,285 and to solicit bids for lease purchase financing

### UNDER THE HEADING NEW BUSINESS

#### NEW BUSINESS FOR CRAWFORD COUNTY BOARD OF HEALTH

#### PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

#### MESSAGES FROM THE PUBLIC

**Item One:** Ms. Chuckie Hessong addressing Commission in reference to a property line and fence on her property in the Dunkirk and Radley area. Ms. Hessong stated that they

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had constructed fence on the west line of their property approximately 8 years ago by tying into the old corner posts that had been there for many years. A survey of this property line when the new owners purchased this property about a year ago revealed that the fence was not on the property line and that the fence was actually several feet into the neighboring property. The Commissioners both felt that the property owners should share in the cost of the replacement fence. County Counselor Jim Emerson stated that he would call the attorney for the adjacent property owner and ask them to work out an agreement to replace the fence and share the expense. The Commissioners stated that if an agreement between the landowners cannot be reached on their own, a fence viewing will be scheduled to start that process.

### MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

**Item One:** Ms. Diana Hartog, Assistant Manager and Mr. Mark Lehman, Chairman, Crawford County Conservation District presenting 2015 Budget. Mr. Lehman stated that they had been informed by the state that their funding should remain steady for 2015 but that some programs will be cut. Mr. Lehman reviewed the budget request with the Commissioners and discussed their projections for cash flow and for the budget for the coming year.

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## Crawford County Conservation District 2015 Operations Fund Budget

	Preceding Year Actual 2013 Column 1	Current Year Estimated 2014 Column 2	Proposed Budget 2015 Column 3	Adopted Budget 2015 Column 4
<b>Expenditure Classifications:</b>				
Salaries & Wages (gross)	\$ 29,760.00	\$ 30,564.00	\$ 31,368.00	\$ 31,368.00
Employee Benefits	\$ 10,410.57	\$ 10,931.10	\$ 11,477.66	\$ 11,477.66
Travel Expenses	\$ 2,230.57	\$ 2,342.10	\$ 2,459.21	\$ 2,459.21
Fixed Assets Purchases	\$ 4,483.77	\$ 4,707.96	\$ 4,943.36	\$ 4,943.36
Equipment & Building Maintenance	\$ 3,024.65	\$ 3,175.88	\$ 3,334.67	\$ 3,334.67
Information & Education	\$ 367.30	\$ 385.67	\$ 404.95	\$ 404.95
Other Administrative Expenses	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 50,276.86</b>	<b>\$ 52,106.71</b>	<b>\$ 53,987.85</b>	<b>\$ 53,987.85</b>
<b>Receipt Classifications:</b>				
Cash on Hand, January 1*				
a. Checking Account	\$ 111,100.66	\$ 120,214.65	\$ 127,640.30	\$ 127,640.30
b. Savings/Investment Account	\$ -	\$ -	\$ -	\$ -
c. Petty Cash & Other Currency	\$ -	\$ -	\$ -	\$ -
County Appropriation - General Fund	\$ 30,586.09	\$ 30,586.09	\$ 30,586.09	\$ 30,586.09
County Appropriation - Special Levy	\$ 3,325.91	\$ 3,325.91	\$ 3,325.91	\$ 3,325.91
County Appropriation - Other Funds	\$ -	\$ -	\$ -	\$ -
State Appropriation (matching funds)**	\$ 24,888.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
State Technical Assistance Funds	\$ -	\$ -	\$ -	\$ -
Interest	\$ 469.05	\$ 492.50	\$ 517.13	\$ 517.13
Stakes & Markers	\$ 120.00	\$ 126.00	\$ 132.30	\$ 132.30
Miscellaneous	\$ 1.80	\$ 1.86	\$ 1.95	\$ 1.95
Transfer of Funds	\$ -	\$ -	\$ -	\$ -
<b>Total Receipts</b>	<b>\$ 170,491.51</b>	<b>\$ 179,747.01</b>	<b>\$ 187,203.68</b>	<b>\$ 187,203.68</b>
<b>Less Total Expenditures</b>	<b>\$ 50,276.86</b>	<b>\$ 52,106.71</b>	<b>\$ 53,987.85</b>	<b>\$ 53,987.85</b>
<b>Cash on Hand, December 31</b>	<b>\$ 120,214.65</b>	<b>\$ 127,640.30</b>	<b>\$ 133,215.83</b>	<b>\$ 133,215.83</b>

\* The sum of Cash On Hand, January 1 must equal Cash On Hand, December 31 of previous year.

\*\* NOTE: As per K.S.A. 2-1907c, if state appropriations are insufficient to match county funds (not to exceed \$25,000/district), distribution shall be prorated in proportion to eligible amount.

**Please submit completed budget forms to the Division of Conservation (DOC) following district adoption of the final budget. If unable to do so by September 1, please contact the DOC.**

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## County Certification to District

It is hereby certified that the commissioners of Crawford County, Kansas, have approved and certified to the county clerk a budget that includes an allocation of \$ 30,568.09 from the county's general fund and /or \$ 3,325.91 from the special mill levy, in accordance with the provisions of K.S.A. 2-1907b (Conservation District Law), and \$ \_\_\_\_\_ from other funds for a total of \$ 33,912.00 for the Crawford County Conservation District for calendar year 2015.

Passed by the governing body, the 30th day of May, 2014.

County of Crawford, State of Kansas

Signed: Mark Kmiec, Commission Chairperson

Attest: [Signature], County Clerk

\*\*\*\*\*

## District Certification to Division of Conservation

(complete after district adopts final budget)

In accordance with the provisions of K.S.A. 2-1907c (Conservation District Law); it is hereby certified that the commissioners of Crawford County, Kansas, have approved a total allocation of \$ 33,912.00 for the Crawford County Conservation District for calendar year 2015.

Financial assistance, so provided, will not be used to support discrimination on the basis of race, color, sex, religion, national origin or ancestry.

Budget for 2015 was adopted by the conservation district board, the 17th day of April, 2014.

Crawford County Conservation District

Signed: \_\_\_\_\_, District Chairperson

Attest \_\_\_\_\_, District Secretary/Manager

Please submit completed budget forms with original signatures to the Division of Conservation (DOC) following district adoption of the final budget. If unable to do so by September 1, please contact the DOC.

**On motion (14-138)** of Commissioner Wood and the second of Commissioner Kmiec to approve the 2015 Crawford County Conservation District 2015 Operations Fund Budget as presented by Chairman Mark Lehman.

Yeas: Commissioners Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

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**The motion prevailed.**

**MESSAGES FROM ELECTED OFFICIALS  
MESSAGES FROM APPOINTED OFFICIALS  
PROCLAMATIONS AND ORDERS OF THE BOARD  
NEW BUSINESS:**

**Item One:** Mr. Don Pyle, Crawford County Clerk, regarding an appeal of a Nuisance Violation that has been filed. Ms. Judy Freeman, County Zoning Administrator, stated that this property owner had been cited for nuisance violation and that they have filed for an appeal. County Counselor Jim Emerson stated that the Commissioners can schedule the appeal anytime after the ten day notice period has been met, but that it must be scheduled before sixty days have passed. The County Clerk will have to notify the owner by mail and the owner lives in Colorado. The Commissioners agreed to schedule the appeal for June 20, 2014. Mr. Wood stated that several property owners have complained about this property and a couple of other properties.

**Item Two:** Mr. Don Pyle, Crawford County Clerk, regarding the workshop that he and Larissa Bowman attended with CIC Software Solutions. Mr. Pyle stated that the workshop is designed to get clerks ready for the process of transferring values from the Appraiser's Office and getting preliminary value information out to the taxing entities in the county. Mr. Pyle was very pleased with the training and felt that this new software had many new features that will make this process easier to manage.

**Item Three:** Mr. Jim Emerson, County Counselor, regarding the Lease Purchase Agreement needed to finalize the financing for the Courthouse Elevator Project. Mr. Emerson stated that this project had been paid for with a construction loan and that now that it is complete, the total amount needs to be financed over a five year period.

# Board of Crawford County Commissioners



<b>LOAN NUMBER</b> 0300003570-01	<b>LOAN NAME</b> BOARD OF COUNTY COMMISSIONERS	<b>ACCT. NUMBER</b> 00019085-1-1	<b>NOTE DATE</b> 05/30/14	<b>INITIALS</b> TRS/kjs
<b>NOTE AMOUNT</b> \$303,170.18	<b>INDEX (w/Margin)</b> Not Applicable	<b>RATE</b> 2.150%	<b>MATURITY DATE</b> 06/08/19	<b>LOAN PURPOSE</b> 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 30, 2014. The parties and their addresses are:

**LENDER:**  
COMMUNITY NATIONAL BANK & TRUST  
806 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 agree 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. REFINANCING.** This Loan Agreement will pay off the following described note(s):

Note Date	Note Number	Note Amount
October 7, 2013	# 0300003570	\$299,000.00

The remaining balance of the note listed in the table above is \$303,170.18.

- 3. 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 \$303,170.18 (Principal) plus interest from May 30, 2014 on the unpaid Principal balance until this Loan Agreement matures or this obligation is accelerated.
- 4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of 2.150 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 state or federal law, whichever is greater. 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.

BOARD OF COUNTY COMMISSIONERS  
Kansas Promissory Note and Security Agreement  
KS/4Krisa9@000000000067402BN

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**5. 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.

**6. 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 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.

**7. PAYMENT.** I agree to pay this Loan Agreement in 60 payments. A payment of \$5,340.94 will be due July 8, 2014, and on the 8th day of each month thereafter. A final payment of the entire unpaid balance of Principal and interest will be due June 8, 2019.

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.

**8. 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.

**9. LOAN PURPOSE.** The purpose of this Loan is Renew and term out elevator construction note.

**10. 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.

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

**12. 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 for which you fail to give any required notice of the right of rescission. This Security Agreement will not secure any debt 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.

**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.

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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) **General Intangibles.** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name. "General intangible" means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes payment intangibles and software. The term "General Intangibles" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

(2) **Specific Property.** Elevator

**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. Collection Rights Of The Secured Party.** Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

- (1) demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.
- (2) enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.
- (3) file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.
- (4) compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- (5) take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- (6) endorse all payments by any Account Debtor which may come into your possession as payable to me.
- (7) deal in all respects as the holder and owner of the Account Debtors' obligations.

**F. 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.

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(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.

(10) notify any Account Debtor or Obligor of your interest in the Property and tell the Account Debtor or Obligor to make payments to you or someone else you name.

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.

**G. 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.

**H. 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.

**13. 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 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.

**14. 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.

**15. 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.

# Board of Crawford County Commissioners

**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.

**16. 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 commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

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.

**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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

# Board of Crawford County Commissioners

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 coverages not 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.

**21. 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.

**22. 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.

**23. 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 and executed by you and me. 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 conform to any limitations of Regulations Z and 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.

**24. 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.

**25. 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 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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 Pyle  
Donald Pyle, County Clerk

By Bob G. Kmiec  
Bob G. Kmiec, Chairman

LENDER:

Community National Bank & Trust

By Tony R. Stonerock, President

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Kansas Promissory Note and Security Agreement  
KS/4Krtas@0000000000874028N

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# Board of Crawford County Commissioners

## DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is May 30, 2014. The parties and their addresses are:

**LENDER:**  
COMMUNITY NATIONAL BANK & 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: 0300003570-01

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		\$303,170.18
Cash Paid In	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0.00
Disbursed to Borrowers	\$303,170.18	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$0.00	
Total Amounts Disbursed		\$303,170.18
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:		\$303,170.18
Loan Payment/Payoff to account #0300003570	05/30/2014	\$303,170.18
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
<b>TOTAL DISBURSED:</b>		<b>\$303,170.18</b>

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

4. **ADDITIONAL INSTRUCTIONS.** 0

BOARD OF COUNTY COMMISSIONERS  
Disbursement Authorization  
KS/4KristaS@0000000000674029N

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Page 1



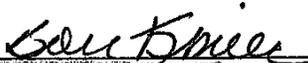
# Board of Crawford County Commissioners

I acknowledge receipt of a copy of this Disbursement Authorization on May 30, 2014.

**BORROWER:**

BOARD OF COUNTY COMMISSIONERS

By  \_\_\_\_\_  
Donald Pyle, County Clerk

By  \_\_\_\_\_  
Bob G. Kmiec, Chairman

# Board of Crawford County Commissioners

Date: 05/28/2014

## Community National Bank & Trust

Page 1

Customer Name: BOARD OF COUNTY COMMISSIONERS Loan/Customer Number: 0300003570-01

Funding Date:	05/30/2014	Compounding:	U.S. Rule	Principal:	303,170.18
First Payment Date:	07/08/2014	Period:	Actual/360	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	2.150%
				Pmt Amount:	5,340.94

Payment Number	Payment Date	Days	Payment Amount	* Escrowed Interest		Outstanding Balance	Equity Built
				Interest Amount	Principal Reduction		
	06/08/2014	9		162.95	-162.95*	303,170.18	
1	07/08/2014	30	\$5,340.94	543.18	4,634.81	298,535.37	\$4,634.81
2	08/08/2014	31	\$5,340.94	552.71	4,788.23	293,747.14	\$9,423.04
3	09/08/2014	31	\$5,340.94	543.84	4,797.10	288,950.04	\$14,220.14
4	10/08/2014	30	\$5,340.94	517.70	4,823.24	284,126.80	\$19,043.38
5	11/08/2014	31	\$5,340.94	526.03	4,814.91	279,311.89	\$23,858.29
6	12/08/2014	30	\$5,340.94	500.43	4,840.51	274,471.38	\$28,698.80
<b>2014</b>	<b>Totals:</b>		<b>32,045.64</b>	<b>3,346.84</b>	<b>28,698.80</b>		
7	01/08/2015	31	\$5,340.94	508.15	4,832.79	269,638.59	\$33,531.59
8	02/08/2015	31	\$5,340.94	499.21	4,841.73	264,796.86	\$38,373.32
9	03/08/2015	28	\$5,340.94	442.80	4,898.14	259,898.72	\$43,271.46
10	04/08/2015	31	\$5,340.94	481.17	4,859.77	255,038.95	\$48,131.23
11	05/08/2015	30	\$5,340.94	456.94	4,884.00	250,154.95	\$53,015.23
12	06/08/2015	31	\$5,340.94	463.13	4,877.81	245,277.14	\$57,893.04
13	07/08/2015	30	\$5,340.94	439.45	4,901.49	240,375.65	\$62,794.53
14	08/08/2015	31	\$5,340.94	445.03	4,895.91	235,479.74	\$67,690.44
15	09/08/2015	31	\$5,340.94	435.96	4,904.98	230,574.76	\$72,595.42
16	10/08/2015	30	\$5,340.94	413.11	4,927.83	225,646.93	\$77,523.25
17	11/08/2015	31	\$5,340.94	417.76	4,923.18	220,723.75	\$82,446.43
18	12/08/2015	30	\$5,340.94	395.46	4,945.48	215,778.27	\$87,391.91
<b>2015</b>	<b>Totals:</b>		<b>64,091.28</b>	<b>5,398.17</b>	<b>58,693.11</b>		
19	01/08/2016	31	\$5,340.94	399.49	4,941.45	210,836.82	\$92,333.36
20	02/08/2016	31	\$5,340.94	390.34	4,950.60	205,886.22	\$97,283.96
21	03/08/2016	29	\$5,340.94	356.58	4,984.36	200,901.86	\$102,268.32
22	04/08/2016	31	\$5,340.94	371.95	4,968.99	195,932.87	\$107,237.31
23	05/08/2016	30	\$5,340.94	351.05	4,989.89	190,942.98	\$112,227.20
24	06/08/2016	31	\$5,340.94	353.51	4,987.43	185,955.55	\$117,214.63
25	07/08/2016	30	\$5,340.94	333.17	5,007.77	180,947.78	\$122,222.40
26	08/08/2016	31	\$5,340.94	335.00	5,005.94	175,941.84	\$127,228.34
27	09/08/2016	31	\$5,340.94	325.74	5,015.20	170,926.64	\$132,243.54
28	10/08/2016	30	\$5,340.94	306.24	5,034.70	165,891.94	\$137,278.24
29	11/08/2016	31	\$5,340.94	307.13	5,033.81	160,858.13	\$142,312.05
30	12/08/2016	30	\$5,340.94	288.20	5,052.74	155,805.39	\$147,364.79
<b>2016</b>	<b>Totals:</b>		<b>64,091.28</b>	<b>4,118.40</b>	<b>59,972.88</b>		
31	01/08/2017	31	\$5,340.94	288.46	5,052.48	150,752.91	\$152,417.27
32	02/08/2017	31	\$5,340.94	279.10	5,061.84	145,691.07	\$157,479.11
33	03/08/2017	28	\$5,340.94	243.63	5,097.31	140,593.76	\$162,576.42
34	04/08/2017	31	\$5,340.94	260.29	5,080.65	135,513.11	\$167,657.07
35	05/08/2017	30	\$5,340.94	242.79	5,098.15	130,414.96	\$172,755.22
36	06/08/2017	31	\$5,340.94	241.45	5,099.49	125,315.47	\$177,854.71

# Board of Crawford County Commissioners

Date: 05/28/2014

**Community National Bank & Trust**

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Customer Name: BOARD OF COUNTY COMMISSIONERS Loan/Customer Number: 0300003570-01

Funding Date:	05/30/2014	Compounding:	U.S. Rule	Principal:	303,170.18
First Payment Date:	07/08/2014	Period:	Actual/360	Initial Interest Rate:	0.000%
		Pmt Schedule:	Monthly	Interest Rate:	2.150%
				Pmt Amount:	5,340.94

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
37	07/08/2017	30	\$5,340.94	224.52	5,116.42	120,199.05	\$182,971.13
38	08/08/2017	31	\$5,340.94	222.54	5,118.40	115,080.65	\$188,089.53
39	09/08/2017	31	\$5,340.94	213.06	5,127.88	109,952.77	\$193,217.41
40	10/08/2017	30	\$5,340.94	197.00	5,143.94	104,808.83	\$198,361.35
41	11/08/2017	31	\$5,340.94	194.04	5,146.90	99,661.93	\$203,508.25
42	12/08/2017	30	\$5,340.94	178.56	5,162.38	94,499.55	\$208,670.63
<b>2017 Totals:</b>			<b>64,091.28</b>	<b>2,785.44</b>	<b>61,305.84</b>		
43	01/08/2018	31	\$5,340.94	174.96	5,165.98	89,333.57	\$213,836.61
44	02/08/2018	31	\$5,340.94	165.39	5,175.55	84,158.02	\$219,012.16
45	03/08/2018	28	\$5,340.94	140.73	5,200.21	78,957.81	\$224,212.37
46	04/08/2018	31	\$5,340.94	146.18	5,194.76	73,763.05	\$229,407.13
47	05/08/2018	30	\$5,340.94	132.16	5,208.78	68,554.27	\$234,615.91
48	06/08/2018	31	\$5,340.94	126.92	5,214.02	63,340.25	\$239,829.93
49	07/08/2018	30	\$5,340.94	113.48	5,227.46	58,112.79	\$245,057.39
50	08/08/2018	31	\$5,340.94	107.59	5,233.35	52,879.44	\$250,290.74
51	09/08/2018	31	\$5,340.94	97.90	5,243.04	47,636.40	\$255,533.78
52	10/08/2018	30	\$5,340.94	85.35	5,255.59	42,380.81	\$260,789.37
53	11/08/2018	31	\$5,340.94	78.46	5,262.48	37,118.33	\$266,051.85
54	12/08/2018	30	\$5,340.94	66.50	5,274.44	31,843.89	\$271,326.29
<b>2018 Totals:</b>			<b>64,091.28</b>	<b>1,435.62</b>	<b>62,655.66</b>		
55	01/08/2019	31	\$5,340.94	58.96	5,281.98	26,561.91	\$276,608.27
56	02/08/2019	31	\$5,340.94	49.18	5,291.76	21,270.15	\$281,900.03
57	03/08/2019	28	\$5,340.94	35.57	5,305.37	15,964.78	\$287,205.40
58	04/08/2019	31	\$5,340.94	29.56	5,311.38	10,653.40	\$292,516.78
59	05/08/2019	30	\$5,340.94	19.09	5,321.85	5,331.55	\$297,838.63
60	06/08/2019	31	\$5,340.94	9.87	5,331.07	.48	\$303,169.70
<b>2019 Totals:</b>			<b>32,045.64</b>	<b>202.23</b>	<b>31,843.41</b>		
<b>Grand Totals:</b>			<b>320,456.40</b>	<b>17,286.70</b>	<b>303,169.70</b>		

This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.

**On motion (14-139)** of Commissioner Wood and the second of Commissioner Kmiec to approve the Lease Purchase Agreement with Community National Bank for the Courthouse Elevator Project in the amount of \$303,170.18 at 2.15% for 60 months.

Yeas: Commissioners Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

## Board of Crawford County Commissioners

**The motion prevailed.**

### UNDER THE HEADING OLD BUSINESS

#### EXECUTIVE SESSION

**Item One:** County Counselor Jim Emerson requesting an Executive Session to discuss personnel issues that involve non-elected personnel.

**On motion (14-140)** of Commissioner Kmiec 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 15 minutes to discuss personnel matters involving Non-Elected Personnel and to include the Board of County Commissioners, County Shop Manager Greg Hite and County Counselor Jim Emerson.

Yeas: Commissioners Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

The Commissioners went into Executive Session at 10:37 [AM](#) and reconvened the Open Session at 10:51 [AM](#) with no action taken except to go back into open session.

### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

**Item One: June 3, 2014, 9:30 AM** – Work Session with Crawford County Counselor Jim Emerson and Crawford County Appraiser Mike Montgomery.

#### ANNOUNCEMENTS:

### UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

**Item One:** Adjournment

**On the motion** of Commissioner Wood and the second of Commissioner Kmiec to adjourn the [May 30, 2014](#) meeting of the Board of Crawford County Commissioners at 10:52 [AM](#) and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting: Commissioner Moody

**The motion prevailed.**

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

# Board of Crawford County Commissioners

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**Don Pyle**  
County Clerk

<>

**This submission completed at the Crawford County Courthouse in Girard.**

Taken by DPP May 30, 2014 at 10:52 AM, Amended by DPP May 30, 2014 at 5:08 PM/amended BKW 06/02/2014 1:41 PM