Board of Crawford County Commissioners

# **Commission Meeting Agenda**

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM Girard, KS, Friday, March 29, 2019, 10:00AM.

I. Meeting called to order

a. Pledge of Allegiance

#### II. Business from a previous meeting

#### a. Approval of consent agenda

- i. Consent agenda additions or deletions
  - 1. Approval of the March 26, 2019 minutes of the Board of County Commissioners, and
  - 2. Authorizing the Chairman to sign the previous week's vouchers.

Motion 19	89	That the consent agenda be approved including: Approval of the
		March 22, 2019 minutes
Motion 19	90	To approve the renewal of Cyber Insurance with Evolve for one year
		through Wood-Dulohery Insurance, Inc., in the amount of \$5,512.00
		and authorize the Chairman to sign
Motion 19	91	To recess this open session and go into a closed executive session for a
		period of not more than 15 minutes to discuss Non-Elected Personnel
		and to include the Board of County Commissioners and County
		Counselor Jim Emerson and to reconvene by 10:54 AM
Motion 19	92	To recess this open session and go into a closed executive session for a
		period of not more than 20 minutes to discuss items that would be
		deemed privileged in the Attorney-Client Relationship and to include
		the Board of County Commissioners and County Counselor Jim
		Emerson and to reconvene by 11:04 AM

#### b. Signing of motions from the previous meeting

#### III. New Business

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

### Board of Crawford County Commissioners

- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

#### IV. Old Business

#### a. Old Business

- i. Mr. Pyle, County Clerk
- ii. Mr. Emerson, County Counselor
  - 1. Presenting contract with Pro-Energy Solutions
- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

#### V. Future Business and Announcements

#### a. Future Business

#### b. Announcements

i. **April 4, 2019** – State of the City Luncheon from 11:30 AM to 1:00 PM at the Memorial Auditorium in Pittsburg. All three Commissioners may be in attendance.

### VI. Motion for adjournment

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

## NATURAL GAS SALES AGREEMENT

#### **Index Variable**

PRO ENERGY Solutions	Buyer's Initial: 🛋		Seller's Initial: 🙇			
<b>BUYER INFORMA</b>	TION	SELLER INFORM	IATION			
e na seren de la companya en altra especial de la companya de la companya de la companya de la companya de la c	<u>Andre in de la la construction de la const</u>	Pro Solutions, L.L.C., d	/b/a Pro Energy Solutions			
		FULL LEGAL NAME OF				
	Verify that the company name is the legal entity.)	100 Waugh Drive, Suite	e 500			
		ADDRESS				
OR-SSN	DUNCA	HOUSTON, TEXAS 7700	<u>nentenen herri ulla Madei Subti Dieugi erregensterre erregen.</u> D <b>7</b>			
אוכב -אט	DUNS# if opplicable	CITY/STATE/ZIP				
<u>an shi na shekara na shi shi shekara</u>		Ashton Chandra	Contract Administrator			
eten dar Aren and Are		ATTENTION	TITLE			
	<u>, 1997 - El Construcción de la cons</u>	(713) 739-6429	(713) 636-5019			
		PHONE	FAX			
<b>te se anno 1997</b> anno 1997 anno Anno 1997 anno 1997 a		AChandra@pro-e-solutions.com				
unon <mark>o</mark> de la company		EMAIL				
SERVICE ADDRESS		<b>TERM &amp; ACCOL</b>	INT INFORMATION			
		EFFECTIVE DATE				
NITY/STORE/2014.com/E		TERM OF CONTRACT	12 Months			
STUGINER ADDI. (200)		DELIVERY POINT	KGS			
en varan vie britansjenija			Small Volume Commercial			
		ACCOUNT NO(S)				
ANNING CIONE/ACCI		GATESTAXEXEMPT				

#### CONTRACT PRICE:

re Gere

Buyer shall pay Seller a contract price for all volumes nominated for "first of the month" delivery to Buyer's account(s). The price to be paid for "first of the month" volumes shall vary each month and shall be equal to the monthly settlement price as posted in <u>McGraw Hill's Publication: INSIDE F.E.R.C.'s Gas Market Report</u> - <u>Monthly SOUTHERN STAR CENTRAL PIPELINE</u> Pipeline Index plus \$0.25 per MMBtu plus all applicable transport, fuel, balancing and pooling charges.

In any month where Buyer's usage exceeds "first of the month" volumes purchased, Seller shall provide incremental gas volumes in order to meet Buyer's gas needs. The price to be paid for incremental volumes shall be equal to the current gas market rate at the time of purchase plus \$ 0.25 \_\_\_\_\_\_ per MMBtu plus all applicable transport, fuel and pool balancing charges. Seller shall nominate "first of the month" volumes in accordance with the utility's historical usage report unless agreed to otherwise by both Buyer and Seller and made a part of this Agreement in writing.

#### **TERMS AND CONDITIONS**

1. <u>NATURAL GAS SALES AGREEMENT</u>: This Agreement is contingent upon the execution, by Buyer, Seller or both Parties, of all interstate and intrastate pipeline transportation, supplier, local distribution company, and regulatory entity agreements that may be required to make this Agreement effective. This Agreement and its obligations herein are subject to credit approval of Buyer before and during the term of this Agreement. Buyer shall appoint Seller as agent to contract and purchase Buyer's natural gas requirements, receive account information, make rate and tariff selections and manage storage or transportation contracts on behalf of Buyer. This Agreement sets forth the entire Agreement between Buyer and Seller.

2. <u>SALES</u>: Seller agrees to sell and Buyer agrees to purchase 100% of Buyer's natural gas requirements for Buyer's account(s) as indicated in this Agreement.

3. <u>REGULATION AND REGULATORY EVENTS</u>: In the event there is a change in law, statute, tariff or regulation that causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provisions of services contemplated herein, then Seller shall be permitted to pass through such costs to Buyer. Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future applicable Public Service Commission Rules, Local Distribution Company Tariff, Intrastate or Interstate Pipeline changes. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the bodies having jurisdiction over the parties and this transaction.

4. <u>CREDIT</u>: Buyer, upon request by Seller, shall provide adequate credit assurance both before and during the term of this Agreement. Adequate assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Seller, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or some other security approved by Seller. If adequate credit assurance is not established within forty-eight (48) hours of Seller's request, Seller shall have the right to terminate the Agreement or suspend sales and deliveries without liability. Buyer shall reimburse Seller for any collection fees incurred with regard to outstanding and/or unpaid invoices.

5. <u>EARLY TERMINATION</u>: In the event Buyer terminates this Agreement for any reason prior to the expiration date of this Agreement, Buyer shall remain liable for the cost of natural gas that would have otherwise been purchased for and/or delivered to Buyer's account(s).

6. <u>EXPIRATION</u>: Buyer and Seller both agree that this Agreement, upon expiration, shall renew for successive one year terms unless cancelled in writing and providing notice no less than sixty (60) days prior to the expiration date of this Agreement. Upon renewal the price to be paid shall default to a monthly index variable rate.

7. <u>BILLING AND PAYMENT</u>: Seller shall invoice Buyer for all natural gas deliveries to Buyer's account(s). Payment shall be due net fifteen (15) days from the invoice date. Late payments or partial payment balances will be subject to interest at the maximum percentage allowed by law. In the event this Agreement is referred to an attorney for collection due to nonpayment, Seller shall be entitled to recover its attorney's fees and costs of collection in addition to all other sums due hereunder. Seller will charge \$30 for each returned check (or ACHs). Appropriate billing adjustments will be made to the following months invoice.

8. <u>DISPUTED AMOUNTS</u>: If Buyer, in good faith, disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct; provided however, if Buyer disputes the amount due, Buyer must provide documentation to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within sixty (60) days from the date that such invoice is delivered to Buyer. If notice is received after the sixty (60) days all charges shall be deemed valid.

9. <u>TITLE:</u> Seller hereby warrants good title to the gas sold and delivered to the delivery points. The title to such gas shall pass to Buyer at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Buyer's local distribution company (LDC).

10. TAXES: Seller shall pay or cause to be paid all royalties and sums relating to the production and transportation of natural gas to the delivery point(s), however, that any increase in applicable taxes or transportation fees relating to the production and transportation of natural gas to the delivery point(s) occurring after the commencement of service hereunder will be paid by Buyer and are levied upon or attributable to the gas purchased and sold hereunder after title has passed from Seller to Buyer, including but not limited to the utility shrinkage, franchise fees, lost and unaccounted for charges, utility users' tax, intrastate transportation tariff charges and surcharges of every kind and nature. Any increase in applicable taxes will be paid by Buyer and reflected in the delivered price as adjusted. Buyer shall be responsible for sales, usage and any other related taxes. Buyer shall be responsible for notifying Seller with regard to any tax exemptions that may apply.

11. FORCE MAJEURE: Neither party shall be in any way liable to the other for any inability to fully or partially perform any term of this Agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, for any act of God, Federal, State, Municipal, Legislative or Regulatory; fires, floods, storms, earthquakes or other natural occurrences; war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept and/or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party claiming any such inability.

12. <u>LIMITATION OF LIABILITY</u>: Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area; or (2) in the event of a breach by Seller and received by Buyer for such Day(s), multiplied by the positive difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by Seller in an amount equal to the difference between the Contract quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by Super for such Day(s), multiplied by the positive difference, if any, obtained by Super for such Day(s), multiplied by the positive difference, if any, obtained by Super for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a price reasonable for the delivery or production area from the Contract Price.

13. <u>GOVERNING LAW</u>: The place of execution of this Agreement is Harris County, Texas where it is performable, whole or in part. This Agreement shall be construed according to the laws of the state of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.

14. <u>SEVERABILITY</u>: If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of the Agreement

**15. ASSIGNMENT:** Buyer shall not assign this Agreement in whole or in part without the prior written consent of Seller, which shall not be unreasonably withheld. Any change in control of Buyer resulting from a merger, consolidation, stock transfer, asset sale, dissolution, operation of law, or any other manner shall be deemed an assignment or transfer for purposes of this Agreement that requires the prior written consent of Seller. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Seller may, without the consent of Buyer, assign this Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of Seller's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of Seller under this Agreement.

16. <u>CONFIDENTIALITY</u>: Both Buyer and Seller shall keep the "Terms and Conditions" of this Agreement confidential except as may be required in order to effectuate the transportation and delivery of natural gas to be sold in accordance with this Agreement or to meet the lawful requirements of any regulatory body having jurisdiction.

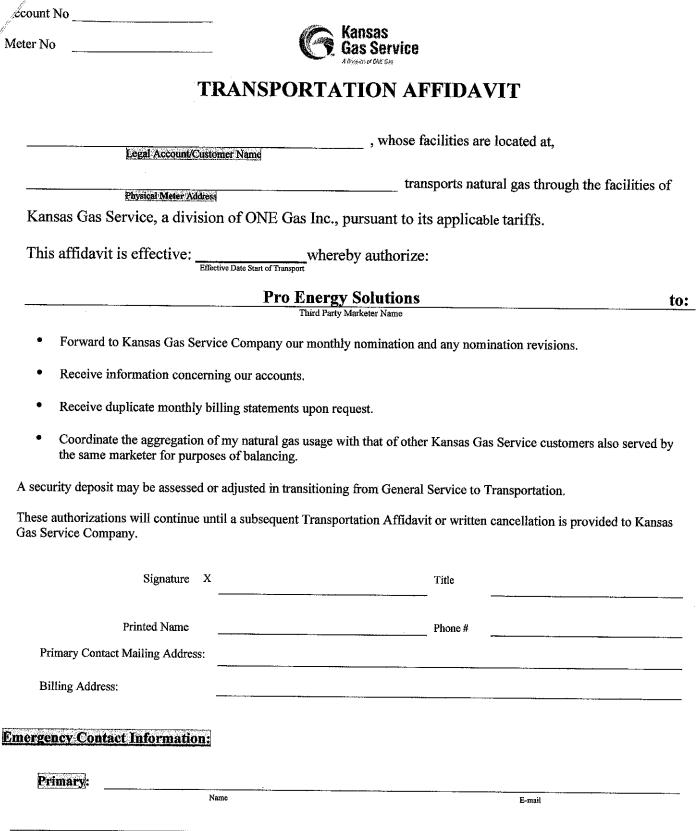
THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ANY AMENDMENT, CHANGE OR MODIFICATION OF THIS AGREEMENT MUST BE MADE IN WRITING AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed in writing by both Parties.

<b>BUYER'S INFORM</b>	ATION
COMPANY	
PRINT NAME	
<u>ک</u> SIGNATURE	
TITLE	DATE

SELLER'S INFORM	1ATION
Pro Solutions, L.L.C., d/b	/a Pro Energy Solutions
COMPANY	
Rhonda Hamlin	in the second
PRINT NAME	
£	<u> </u>
SIGNATURE	
President	
TITLE	DATE

Meter No



Day Phone	Evening Phone	Cell/Pager	Fax (Other)
Secondary:			
	Name	Е-т	nail
Day Phone	Evening Phone	Cell/Pager	Fax (Other)



# KANSAS NATURAL GAS DEREGULATION KANSAS GAS SERVICE NATURAL GAS TRANSPORTATION PROGRAM

Your facility might qualify to utilize Transportation Gas, a cost saving program offered by Kansas Gas Service for qualifying commercial customers that use 800 Mcf, approximately \$5000, in a 12 month period.

Pro Energy Solutions can supply your natural gas requirements through the Kansas Gas Service system at a significant cost savings. Kansas Gas Service is still your utility company and is still responsible for reading the meter, delivery through their system and any problems that you may have. Pro Energy Solutions becomes your natural gas supplier but at a cost savings.

AVERAGE GAS COST/Mcf	KGS	PRO ENERGY SOLUTIONS
2018	\$4.723	\$3.143
2017	\$4.724	\$3.486
2016	\$4.012	\$3.011
2015	\$5.094	\$4.162
2014	\$5.961	\$5.083
2013	\$5.354	\$4.246
2012	\$4.561	\$3.342

Please complete the enclosed usage release and I will prepare a no risk, no obligation natural gas quote and cost comparison analysis for your review.

100 Waugh Drive • Suite 500 • Houston, TX 77007

Crawford County Historical Society       County Historical Society         Num Cas Cost with KGS       Provide and the second and the s	

.

22 70 70 70 70 70 70 70 70 70 70	PRo ENERGY SOLUTIONS Contact: Mike Williams Phone: 417-499-0591 Email: mwilliams@pro-e-solutions.com	IMPORTANT NOTICE: Due to market volatility, all fixed price offers are subject to change at any time until executed in writing by both Buyer & Seller	141     \$     105     \$     291     \$     284     \$     105     \$     113     \$     20     \$     5     \$       TERMS & CONDITIONS       n Gas I versus KGS Customer Rates       ed Gas Rate.       "bock-in" their natural gas price.	0 0 0 <b>0</b>	Tour Gas Cost with FTO Energy Solutions	3     Feb-18     Mar-18     Apr-18     Mar-18     Jun-18     Jul-18     Aug-18     Sap-18     Oct-18     Nov-18     Dec-       13     Feb-18     Mar-18     Apr-18     Jun-18     Jul-18     Aug-18     Sap-18     Oct-18     Nov-18     Dec-       158     110     70     60     187     206     275     154     129     23     149       158     4.717     \$     4.893     \$     4.362     \$     4.94     \$     3.780     \$     3.852     \$     3.977     \$       158     \$     5.93     \$     4.33     \$     4.362     \$     4.94     \$     3.780     \$     3.852     \$     3.677     \$       158     \$     5.93     \$     8.14     \$     8.99     \$     (2.36     \$     8.62     \$     4.67     \$     5.48     \$       168     \$     5.93     \$     8.14     \$     8.99     \$     (2.30     \$     6.82     \$     4.67     \$     5.48     \$	
1,653 5,429 5,429 5,429			3104	3644 \$ 5.318 \$ 543 \$ 702 \$ 543 \$ 702 \$	<u>Dec:18</u> 19	<u>Dec-18</u> 7 7 \$ 132 7 \$ 3.790 \$ 8 \$ 500 \$	

Crawford County Jall Netral Gas Cost Skrings Analysis         Processes         Total Cost with KGS         Processes       Processes <th co<="" th=""><th>PRO ENERGY SOLUTIONS</th><th><ol> <li>Natural Gas Cost Savings equals actual dollars saved</li> <li>Natural Gas Charges are based on supplying 100% of</li> <li>At any time during the term of the Natural Gas Sales A</li> </ol></th><th>Natural Gas Commodity Rate       \$ 3.363       \$ 3.866       \$         Natural Gas Commodity Charges       \$ 1,799       \$ 1,214       \$         PRO ENERGY TOTAL GAS COST       \$ 1,799       \$ 1,214       \$         COST SYNAMOS ANTLY DO CONTINUES       \$ 1,799       \$ 1,214       \$</th><th></th><th>Volume in Mcf Posted Gas Rate TOTALIKGS COMMODITY CHARGES Your Gas Cost with Pro Energ</th><th>Your Gas Cost with KGS</th><th>Crav Natural Febru</th></th>	<th>PRO ENERGY SOLUTIONS</th> <th><ol> <li>Natural Gas Cost Savings equals actual dollars saved</li> <li>Natural Gas Charges are based on supplying 100% of</li> <li>At any time during the term of the Natural Gas Sales A</li> </ol></th> <th>Natural Gas Commodity Rate       \$ 3.363       \$ 3.866       \$         Natural Gas Commodity Charges       \$ 1,799       \$ 1,214       \$         PRO ENERGY TOTAL GAS COST       \$ 1,799       \$ 1,214       \$         COST SYNAMOS ANTLY DO CONTINUES       \$ 1,799       \$ 1,214       \$</th> <th></th> <th>Volume in Mcf Posted Gas Rate TOTALIKGS COMMODITY CHARGES Your Gas Cost with Pro Energ</th> <th>Your Gas Cost with KGS</th> <th>Crav Natural Febru</th>	PRO ENERGY SOLUTIONS	<ol> <li>Natural Gas Cost Savings equals actual dollars saved</li> <li>Natural Gas Charges are based on supplying 100% of</li> <li>At any time during the term of the Natural Gas Sales A</li> </ol>	Natural Gas Commodity Rate       \$ 3.363       \$ 3.866       \$         Natural Gas Commodity Charges       \$ 1,799       \$ 1,214       \$         PRO ENERGY TOTAL GAS COST       \$ 1,799       \$ 1,214       \$         COST SYNAMOS ANTLY DO CONTINUES       \$ 1,799       \$ 1,214       \$		Volume in Mcf Posted Gas Rate TOTALIKGS COMMODITY CHARGES Your Gas Cost with Pro Energ	Your Gas Cost with KGS	Crav Natural Febru
Image: Second		ars saved by a 100% of Buy s Sales Agre	9 99 9	1 Inst.	Solution	Jan	<b>vford (</b> Bas Cost ary 2017	
Image: Second	ontact: N	oud a switching tr /er's gas n ement, Cus	3.363 \$ 1,799 \$ 1,799 \$	535	<b>199</b> 58 55	<u>18</u>	Saving Janua	
Image: Second	nke William to	b Transport seds at the	3.866 \$ 1,214 \$ 1,214 \$	<u>eb-17</u> 314	314 5,078 \$	eb-17	<b>ty Jai</b> Js Analy ary 2018	
Image: Second	ns	TERM ation Gas \ noted Gas fix "lock-in"	3.068 893	<u>Mar-17</u> 291		Mar-17	s vsis	
Image: Second	NOTICE: .	S & COND S & COND versus KGS c Rate. ' their natur	\$ 3.424 \$ 842 <b>\$ 842</b>	<u>Apr-17</u> 246		Apr-17		
Image: Second	Due to man mtil execut	ATIONS ustomer Ratee al gas price.		May	<b>99</b> 49	<u>May-17</u>		
Separation         Separation         Nor-17         Nor-17 <th< td=""><td>ed in writit 591</td><td></td><td></td><td></td><td>60 <b>**</b></td><td></td><td></td></th<>	ed in writit 591				60 <b>**</b>			
Separation         Separation         Nor-17         Nor-17 <th< td=""><td>y, all fixed ig by both Email:</td><td>÷</td><td>21 - 1683</td><td>5</td><td><b>9</b> 69</td><td></td><td></td></th<>	y, all fixed ig by both Email:	÷	21 - 1683	5	<b>9</b> 69			
Separation         Separation         Nor-17         Nor-17 <th< td=""><td>price offer Buyer &amp; Su</td><td></td><td>3.424 \$ 312 \$ <b>312 \$</b></td><td>9</td><td>91 4.736 \$ 437 \$</td><td></td><td>a come</td></th<>	price offer Buyer & Su		3.424 \$ 312 \$ <b>312 \$</b>	9	91 4.736 \$ 437 \$		a come	
Image: Section of the seccond devise of the section of the section of the sectio	s are subje siller s@pro-e-si	120 •	3.343 \$ 277 \$ 277 \$	ت ت	83 4.791 \$ <b>398 \$</b>	<u>19-17</u>	<b>2</b>	
Oct-17     Nor-17     Dec17     10       211     395     404       4.784     4.736     4.688       3.072     4.128     4.688       90     1.329     4.138       900     1.329     3.404       1.375     1.375     1.375       900     1.329     1.375       910     5.35     5.11       319     6.35     5.11       319     5.35     5.11	of the second seco	53		<u>Sep-17</u> 112		Sep-17	OENE	
Dec-17     IO       1,375     3       404     404       1,375     5       1,375     5       1,375     5			63.272 690	<u>Oct-17</u> 211	滅	<u>0ct-17</u>	RGY	
Dec-17     IO       1,375     3       404     404       1,375     5       1,375     5       1,375     5			\$ 3.128 \$ 1,238 <b>\$ 1,238</b>	<u>Nov-17</u> 395		Nov-17		
404 375 404 404 404 404 10 10 10		279	арана 1996-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-199 1997-1997-		<b>−</b> B σ Φ	Dec		
			3.404 \$ 1,375 \$ 1,375 \$		404 4.668 \$ <b>1.886 \$</b>			
		4		<u>TOTAL</u> 2,979		TOTAL		

Crawford County Jail Nettral Gas Cost Why KGS       Recent Savings Analysis         Control       Institution Gas Cost Why KGS       Institution Gas Cost Why KGS <thinstitution cost="" gas="" kgs<="" th="" why="">       In</thinstitution>
--

.

#### NOTICE OF INTENT TO VACATE A PLATTED ALLEY

Pursuant to K.S.A. §58-2613, notice is hereby given that the Board of County Commissioners of Crawford County, Kansas proposes to close and vacate the following platted alley, towit:

A platted unnamed alley located adjacent to and south of Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 and 19 in Block 15, Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 and 19 in Block 16 and vacated Fifth Street all in the Original Town of Chicopee, Crawford County, Kansas, according to the recorded plat thereof.

A public hearing regarding said proposed road vacation will be held on Friday, April 26, 2019 at 10:00 a.m. in the Crawford County Courthouse, 2nd Floor, Commission Room, Girard, Kansas. All interested persons are encouraged to attend the public hearing.

If the Board of County Commissioners determines that the above-described platted alley is no longer required, or cannot be prudently be used for public purposes, the land comprising said alley shall revert to the adjoining landowners as originally taken for One Dollar (\$1.00), in the Commission Room at the Crawford County Courthouse, Girard, Kansas, on Friday, April 26, 2019 at 10:00 a.m.

Individuals needing reasonable accommodation to attend said public hearing should contact the County Clerk's office at least 24 hours prior to the public hearing at (620) 724-6115.

This notice shall be published one time in an official County newspaper.

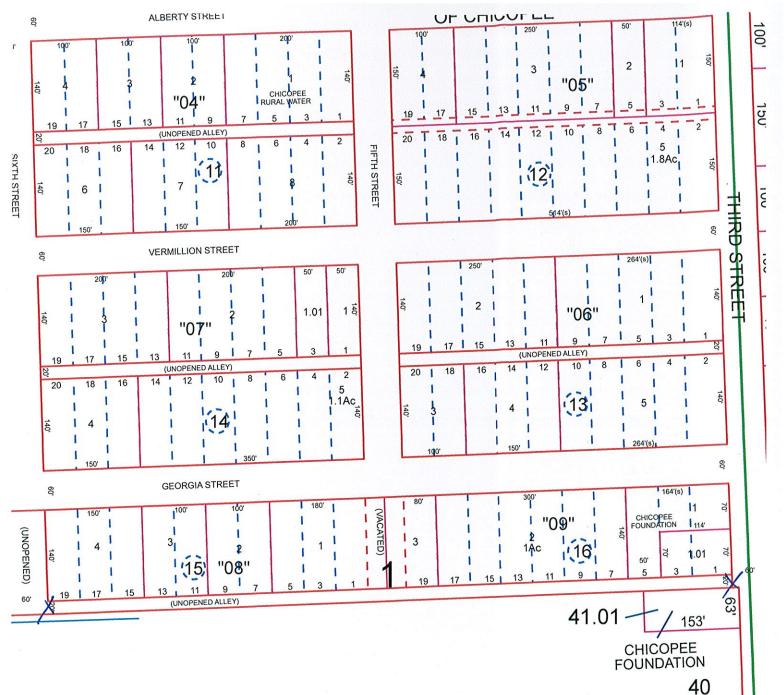
Dated this 29th day of March, 2019.

BOARD OF COUNTY COMMISSIONERS CRAWFORD COUNTY, KANSAS

By: Tom Moody, Chairman

ATTEST:

Donald P. Pyle, County Clerk Published in the Pittsburg Morning Sun on Wednesday, April 3rd, 2019.



72.9Ac

