

# Board of Crawford County Commissioners

## Commissioners' Journal

2018, [NINETY-FIRST MEETING](#)

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS [Tuesday, December 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 (18-438)** of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the [December 14, 2018](#) minutes of the Board of County Commissioners.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed and the consent agenda was approved.**

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

Motion 18	430	That the consent agenda be approved including: Approval of the December 11, 2018 minutes of the Board of County Commissioners and 3. Approval of the accounts payable warrant numbers 287005 to 287356 and accounts payable add-on numbers 587357 to 587361 dated December 14, 2018 in the total amount of \$187,429.47
Motion 18	431	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 Shop Foreman Greg Hite and to reconvene by 10:20 AM
Motion 18	432	To approve the 2019 CVB Advisory Board members that were selected by the CVB Advisory Board and presented by Devin Gorman, CVB Director
Motion 18	433	To approve the updated Crawford County Convention and Visitors Bureau's Bylaws

## Board of Crawford County Commissioners

Motion 18	434	To approve the Contract for Services between Crawford County Kansas, The Crawford County Convention and Visitors Bureau and the Pittsburg Area Chamber of Commerce and authorize the Chairman to sign
Motion 18	435	To approve the CVB 2019 Proposed Budget
Motion 18	436	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson, GIS Director Kyle Nelson and Emergency Management Director Jason VanBecelaere and to reconvene by 11:27 AM
Motion 18	437	To approve the Consents for Right of Entry from Kansas Department of Health and Environment for the Kolath Project KS-0140 and Lightning Creek Project KS-0299

**PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS**  
**MESSAGES FROM THE PUBLIC**  
**MESSAGES FROM APPOINTED OFFICIALS**  
**MESSAGES FROM ELECTED OFFICIALS**  
**MESSAGES FROM OTHER GOVERNMENTAL ENTITIES**  
**PROCLAMATION AND ORDERS OF THE BOARD**  
**NEW BUSINESS**

**Item One:** County Clerk Don Pyle presented applications for 2019 Cereal Malt Beverage Licenses for Pete’s of Erie Inc “Petes 1”, Anthony Pichler “Pichler’s Chicken Annie’s (2 Licenses), George C Brown Post 26 “Girard American Legion”, C & B Investments Inc “Chicken Annie’s Girard” and Larry Zerngast “Chicken Marys” to allow them to sell cereal malt beverages for consumption on the premises and to allow them to sell cereal malt beverages in original and unopened containers and not for consumption on the premises. Mr. Pyle stated that notices have been sent to the Sheriff, Zoning Administrator, County Attorney and the Township Clerk and that they were given 10 days to respond and that no responses had been received.

**On motion (18-439)** of Commissioner Moody and the second of Commissioner Wood to make it known that the matter of issuing a license to the applicant(s) listed below was discussed and considered by the Board, and there being no objection filed as provided by law and the Board knowing of no reason why a license should not be issued, the board hereby issues a license to “sell at retail”, cereal malt beverages in broken case lots from the place of business as shown in the application as designated and described on the application as herein before set out, and that the County Clerk be hereby authorized and directed to execute the proper license which shall be signed by the Chairman of the Board of County Commissioners and the County Clerk of Crawford County, Kansas.

# Board of Crawford County Commissioners

Fee \$50.00      KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES      No. 1

DEALER'S      **2019**      LICENSE

License is hereby granted to Pete's of Erie Inc "Pete's #1" to sell at retail  
**CEREAL MALT BEVERAGES**

For sale in original and unopened containers and not for consumption on premises, at 1100 W Highway 400, McCune, KS in the Township of Osage in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2019.

Attest: *Della Hill*  
County Clerk

*AM*  
Chairman



CRAWFORD COUNTY  
KANSAS

Fee \$50.00      KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES      No. 2

DEALER'S      **2019**      LICENSE

License is hereby granted to Anthony Pichler "Pichler's Chicken Annie's" to sell at retail  
**CEREAL MALT BEVERAGES**

For sale in original and unopened containers and not for consumption on premises, at 1271 S 220th St, Pittsburg, KS in the Township of Baker in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2018.

Attest: *Della Hill*  
County Clerk

*AM*  
Chairman



CRAWFORD COUNTY  
KANSAS

# Board of Crawford County Commissioners

Fee \$100.00 KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES No. 3

RETAIL  
DEALER'S **2019** LICENSE

License is hereby granted to Anthony Pichler "Pichler's Chicken Annie's" to sell at retail  
**CEREAL MALT BEVERAGES**

For consumption on the premises, at 1271 S 220th St, Pittsburg, KS in the Township of Baker in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2018.

Attest: *[Signature]*  
County Clerk

*[Signature]*  
Chairman



CRAWFORD COUNTY  
KANSAS

Fee \$100.00 KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES No. 4

RETAIL  
DEALER'S **2019** LICENSE

License is hereby granted to George C Brown Post 26 American Legion to sell at retail  
**CEREAL MALT BEVERAGES**

For consumption on the premises, at 144 E 47 Hwy, Girard, KS in the Township of Crawford in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2018.

Attest: *[Signature]*  
County Clerk

*[Signature]*  
Chairman



CRAWFORD COUNTY  
KANSAS

# Board of Crawford County Commissioners

Fee \$100.00 KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES No. 5

RETAIL  
DEALER'S **2019** LICENSE

License is hereby granted to C & B Investments Inc "Chicken Annies Girard" to sell at retail  
**CEREAL MALT BEVERAGES**

For consumption on the premises, at 498 E 47 Hwy, Girard, KS 66743 in the Township of Washington in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2018.

Attest: *D. R. [Signature]*  
County Clerk

*[Signature]*  
Chairman



CRAWFORD COUNTY  
KANSAS

Fee \$100.00 KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES No. 6

RETAIL  
DEALER'S **2019** LICENSE

License is hereby granted to Larry Zerngast "Chicken Marys" to sell at retail  
**CEREAL MALT BEVERAGES**

For consumption on the premises, at 1133 E 600th Ave, Pittsburg, KS in the Township of Washington in Crawford County, Kansas. Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire on December 31, 2019, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Crawford County, Kansas,  
this eighteenth day of December, 2018.

Attest: *D. R. [Signature]*  
County Clerk

*[Signature]*  
Chairman



CRAWFORD COUNTY  
KANSAS

## 2019 Cereal Malt Beverage Licenses

**APPLICANT:** Pete's of Erie Inc "Petes #1"

**PREMISES:** 1100 W Highway 400, McCune, KS 66753

**(For sale in original and unopened containers and not for consumption on the premises)**

## Board of Crawford County Commissioners

**APPLICANT:** Anthony Pichler “Pichler’s Chicken Annie’s”

**PREMISES:** 1271 S 220<sup>th</sup> St, Pittsburg, KS 66762

**(For sale in original and unopened containers and not for consumption on the premises)**

**APPLICANT:** Anthony Pichler “Pichler’s Chicken Annie’s”

**PREMISES:** 1271 S 220<sup>th</sup> St, Pittsburg, KS 66762

**(For consumption on the premises)**

**APPLICANT:** George C Brown Post 26 “Girard American Legion”

**PREMISES:** 144 E 47 Hwy, Girard, KS 66743

**(For consumption on the premises)**

**APPLICANT:** C & B Investments Inc “Chicken Annies Girard”

**PREMISES:** 498 E 47 Hwy, Girard KS 66743

**(For consumption on the premises)**

**APPLICANT:** Larry Zerngast “Chicken Marys”

**PREMISES:** 1133 E 600<sup>th</sup> Ave, Pittsburg, KS 66762

**(For consumption on the premises)**

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Two:** Mr. Pyle presented a letter of resignation from the Osage Township Treasurer Jim Huff effective December 15, 2018. Mr. Pyle stated that he will contact the other Osage Township Officers to obtain a recommendation from them for someone to fulfill Mr. Huff’s term and present the recommendations to the Commissioners for their decision. Mr. Moody thanked Mr. Huff for his 25 years of service as an officer and requested that Mr. Pyle send Mr. Huff a letter from the Commissioners thanking him for his years of service as Osage Township Treasurer.

# Board of Crawford County Commissioners

December 15, 2018

Don Pyle  
County Clerk  
PO Box 249  
Girard, KS 66743

To Whom It May Concern:

I am resigning my position as Osage Township Treasurer as of the date of this letter.

Sincerely,  
Jim Huff

A handwritten signature in black ink that reads "Jim Huff". The signature is written in a cursive style with a large initial "J" and "H".

cc: Keith Coonrod  
Jay Stewart

**Item Three:** County Counselor Jim Emerson presented a Promissory Note and Security Agreement between the Board of Crawford County Commissioners and Community National Bank & Trust in the amount of \$99,113.55 at 3.25% interest for 36 months for one 2019 Ford and two 2019 Chevrolets for the Sheriff's Department.

# Board of Crawford County Commissioners



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
0300004066	BOARD OF COUNTY COMMISSIONERS	00019085-1-1	12/17/18	TRS/KJ
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$99,113.55	Not Applicable	3.250%	12/17/21	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 December 17, 2018. The parties and their addresses are:

**LENDER:**  
 COMMUNITY NATIONAL BANK AND TRUST  
 401 East South St, PO Box 869  
 Arma, KS 66712  
 Telephone: (620) 347-4145

**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 \$99,113.55 (Principal) plus interest from December 17, 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 3.250 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

BOARD OF COUNTY COMMISSIONERS  
 Kansas Promissory Note and Security Agreement  
 KS/4Kitts@0000000001828040N

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# Board of Crawford County Commissioners

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 36 payments. A payment of \$2,895.35 will be due January 17, 2019, and on the 17th day of each month thereafter. A final payment of the entire unpaid balance of Principal and Interest will be due December 17, 2021.

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 Purchase (2) 2019 Chevy Silverado and (1) 2019 Ford Explorer.

## **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 to make 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.

Property also includes any original evidence of title or ownership whether evidenced by a certificate of title or ownership, a manufacturer's statement of origin or other document when the Property is titled under any federal or state law. I will deliver the title documents and properly execute all title documents as necessary to reflect your security interest.

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:

# Board of Crawford County Commissioners

(1) Motor Vehicle, Mobile Home, Sport Craft, or Trailer. A Motor Vehicle of Make: Ford, Year: 2019, Model: Explorer, VIN: 1FM5K8AR7KGA78860, and additionally described: With police package equipment to outfit all 3 vehicles which includes:

- 2-Valor 51 Light bar
- 1-Valor 44 Light bar
- 3-Jotto desk radio console
- 3-code 3 mastercom siren
- 3-Jotto deat lap top mount
- 3-code 3 100 watt siren speaker
- 3-red grill lights
- 3-blue grill lights
- 3-stalker radar units
- 3-prisoner cages
- 3-grill guard
- 2-topprofile toolboxes
- 2-rubber bed mats
- 3-sat weathertech floor mat.

A Motor Vehicle of Make: Chevrolet, Year: 2019, Model: 1500, VIN: 1GCUYAEF1KZ209498.

A Motor Vehicle of Make: Chevrolet, Year: 2019, Model: 1500, VIN: 1GCUYAEF3KZ209079, and additionally described: With police package equipment to outfit all 3 vehicles. See Exhibit "A" attached hereto and made a part thereof..

#### 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.

(4) Additional Duties Specific to Motor Vehicles, Sport Craft, or Trailers. So long as I am not in default under this Security Agreement, the Motor Vehicle, Sport Craft, or Trailer portion of the Property will not be restricted to a specific location and may be moved as necessary during ordinary use. However, they may not be taken out of state permanently nor removed from the United States or Canada without your prior written consent.

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

# Board of Crawford County Commissioners

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 located at the address indicated in the DATE AND PARTIES section. 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 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.

# Board of Crawford County Commissioners

**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 (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. This insurance coverage does not satisfy any liability or property insurance that may be mandated by applicable state or federal law. 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

# Board of Crawford County Commissioners

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 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 of 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  
Donald P. Pyle, County Clerk

By Jeffrey W. Murphy  
JEFFREY W. MURPHY, Chairman

**LENDER:**

Community National Bank and Trust

By Tony R. Stonerock, President Date \_\_\_\_\_

# Board of Crawford County Commissioners

## DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is December 17, 2018. The parties and their addresses are:

**LENDER:**  
**COMMUNITY NATIONAL BANK AND TRUST**  
 401 East South St, PO Box 869  
 Arma, KS 66712  
 Telephone: (620) 347-4145

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

Loan Number: 0300004066

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		\$99,113.55
Cash Paid In	\$0.00	
Amount Contributed by Borrower	\$0.00	
Total Cash Received		\$0.00
Disbursed to Borrowers	\$54,298.40	
Disbursed to Lender	\$0.00	
Disbursed to Other Payees	\$44,815.15	
Total Amounts Disbursed		\$99,113.55
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:		\$54,298.40
Check # payable to BOARD OF COUNTY COMMISSIONERS	12/17/2018	\$54,298.40
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$44,815.15
Ka-Comm, Inc	12/17/2018	\$9,649.15
Applied Concepts Inc	12/17/2018	\$4,722.00
Pittsburg Ford	12/17/2018	\$30,444.00
<b>TOTAL DISBURSED:</b>		<b>\$99,113.55</b>

BOARD OF COUNTY COMMISSIONERS  
 Disbursement Authorization

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Page 1

KS/4Krista@00000000001828040N



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

4. **ADDITIONAL INSTRUCTIONS.** 0

I acknowledge receipt of a copy of this Disbursement Authorization on December 17, 2018.

**BORROWER:**  
 BOARD OF COUNTY COMMISSIONERS

By Donald P Pyle  
 Donald P Pyle, County Clerk

By Jeffrey W Murphy  
 JEFFREY W MURPHY, Chairman

# Board of Crawford County Commissioners

## KANSAS NOTICE OF SECURITY INTEREST

For Original Purchase Lien,  
CANNOT BE USED FOR A SECURED/MORTGAGED VEHICLE LIEN

**THIS FORM MUST BE COMPLETELY AND UNIFORMLY PREPARED** by either typing or printing. See Instruction 3, below. **FEE: \$2.50**

**NAME OF PURCHASER/BORROWERS** (Name(s) as shown on Dr. Lic., state issued ID or FEIN, as well as the number(s) from such identification.)

**BOARD OF COUNTY COMMISSIONERS** Dr. Lic./ID / FEIN #: \_\_\_\_\_  
 \_\_\_\_\_ Dr. Lic./ID / FEIN #: \_\_\_\_\_

**CRAW CO COURTHOUSE** **GIRARD** **KS 66743**  
 Address City State Zip

For trust, use the name as shown on the trust documents, purchaser/borrower is responsible for accuracy.

**VEHICLE INFORMATION** Please be sure the vehicle information is correct. (If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected.)

Year 2019 Make Ford Style \_\_\_\_\_ VIN / ID # 1FM5K8AR7KGA78860  
 Date of Vehicle Sale \_\_\_\_\_ Date of Vehicle Delivery \_\_\_\_\_

**IS THIS VEHICLE SUBJECT TO THE FOLLOWING LIEN OR ENCUMBRANCE?**

Secured Party Community National Bank and Trust Institution's ABA #: 101105817  
 American Bankers Association No., if known  
401 East South St, PO Box 869 Arma **KS 66712**  
 Address City State Zip

By my signature, I/we, the purchaser(s) of the vehicle listed herein acknowledge that I/we have entered into a security agreement for this vehicle and that the secured party listed above is filing this Notice of Security Interest. I also acknowledge that if for any reason the security interest does not appear on the certificate of title, that this lien or encumbrance is still valid.

Owner(s) Signature(s) *Jeffrey W. Murphy* Owner(s) Hand Printed Name(s) Jeffrey W. Murphy Date \_\_\_\_\_

<b>NSI REQUIRED</b>	Community National Bank & Trust Name of Business, Print Clearly	Krista Sandy Name of Person Completing Form, Print Clearly
( 620 ) - 724 - 4446	606 W. St John Address	Girard KS 66743 City State Zip
Above Business's: Phone Number	Address	City State Zip

- ✓ DO NOT ATTACH TITLE TO THIS FORM. The assigned title is to be submitted to the county treasurer's office when the owner(s) make application for title and registration.
- ✓ A letter will be sent to the lien holder to: 1) Inform the lien holder a Kansas title record has updated and their lien is perfected, or 2) Informing the lien holder it has been 90 days since the date of purchase and the NSI has not match to a title application.

### NOTICE OF SECURITY INTEREST FILING INSTRUCTIONS

FOR OFFICE USE ONLY

A Notice of Security Interest serves as notification to the Division of Vehicles that a person/business has applied for a loan on the vehicle described on this form and subsequently that a lien is to be reflected on the vehicle title record.

1. To perfect a security interest in a vehicle, a Notice of Security Interest (NSI) may be filed, by mail or otherwise, with the Division of Vehicles by a vehicle dealer or other secured party (within thirty (30) days of the date of sale and delivery). The NSI application submitted will remain in this office as verification that the title should, indeed, reflect a security interest.
2. If a NSI is filed more than 30 days after the date of sale and delivery, the NSI will be rejected by the division. If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected until the lien interest of the secured party appears on the vehicle title record. In such an event, it becomes the responsibility of the secured party to ensure that their interest appears on the vehicle title record in order to protect that interest. A security interest may also be perfected by instructing the buyer to indicate the name of the secured party on the title application made at the county treasurer's office.
3. Any alteration or deviation in preparation requires the initialization of all parties. Failure to comply with these requirements voids this form.
4. Should you elect to perfect a lien by use of a Notice of Security Interest document, the form must be accurately completed, fee attached\* and mailed to the: Kansas Department of Revenue, Division of Vehicles, T&R / Processing Team, 915 SW Harrison, Topeka, Kansas 66626-0001.

\* Attach the filing fee of \$2.50. Do not send cash and make checks out to Kansas Department of Revenue.

Notice of Security Interest can be filed online using KSeilen. Please take a tour of our web site and sign up at:  
<http://www.ksrevenue.org/ksellen.htm>

TR-730 (Rev. 3/15)

Notice of Lien-KS  
 Bankers Systems™ VMP®  
 Wolters Kluwer Financial Services

VMPC172(KS) 11504.00  
 MV-2-KS 4/30/2015  
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# Board of Crawford County Commissioners

## KANSAS NOTICE OF SECURITY INTEREST

For Original Purchase Lien,  
CANNOT BE USED FOR A SECURED/MORTGAGED VEHICLE LIEN

**THIS FORM MUST BE COMPLETELY AND UNIFORMLY PREPARED** by either typing or printing. See Instruction 3, below. **FEE: \$2.50**

**NAME OF PURCHASER/BORROWERS** (Name(s) as shown on Dr. Lic., state issued ID or FEIN, as well as the number(s) from such identification.)

**BOARD OF COUNTY COMMISSIONERS** Dr. Lic./ID / FEIN #: \_\_\_\_\_

Dr. Lic./ID / FEIN #: \_\_\_\_\_

**CRAW CO COURTHOUSE** **GIRARD** **KS 66743**

Address City State Zip

For trust, use the name as shown on the trust documents, purchaser/borrower is responsible for accuracy.

**VEHICLE INFORMATION** Please be sure the vehicle information is correct. (If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected.)

Year 2019 Make Chevrolet Style \_\_\_\_\_ VIN / ID # 1GCUYABF1KZ209498

Date of Vehicle Sale \_\_\_\_\_ Date of Vehicle Delivery \_\_\_\_\_

**THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN OR ENCUMBRANCE**

Secured Party Community National Bank and Trust Institution's ABA # 101105817  
American Bankers Association No., if known

401 East South St, PO Box 869 Arma KS 66712  
Address City State Zip

By my signature, I/we, the purchaser(s) of the vehicle listed herein acknowledge that I/we have entered into a security agreement for this vehicle and that the secured party listed above is filing this Notice of Security Interest. I also acknowledge that if for any reason the security interest does not appear on the certificate of title, that this lien or encumbrance is still valid.

Owner(s) Signature(s) [Signature] Owner(s) Hand Printed Name(s) Jeffrey W. Murphy Date \_\_\_\_\_

<b>NSI FILING REQUIRED</b>	Community National Bank & Trust Name of Business, <i>Print Clearly</i>	Krista Sandy Name of Person Completing Form, <i>Print Clearly</i>
( 620 ) - 724 - 4446 Above Business's: Phone Number	606 W. St John Address	Girard KS 66743 City State Zip

- ✓ DO NOT ATTACH TITLE TO THIS FORM. The assigned title is to be submitted to the county treasurer's office when the owner(s) make application for title and registration.
- ✓ A letter will be sent to the lien holder to: 1) Inform the lien holder a Kansas title record has updated and their lien is perfected, or 2) Informing the lien holder it has been 90 days since the date of purchase and the NSI has not match to a title application.

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**\* Attach the filing fee of \$2.50. Do not send cash and make checks out to Kansas Department of Revenue.**

Notice of Security Interest can be filed online using KSellen. Please take a tour of our web site and sign up at:  
<http://www.kerevenue.org/ksellen.htm>

TR-730 (Rev. 3/15)

Notice of Lien-KS  
Bankers Systems TM VMP®  
Wolters Kluwer Financial Services

VMP0172(KS) (11/04).00  
MV-2-KS 4/30/2015  
Page 1 of 1

# Board of Crawford County Commissioners

## KANSAS NOTICE OF SECURITY INTEREST

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**FEE: \$2.50**

**NAME OF PURCHASER/BORROWERS** (Name(s) as shown on Dr. Lic., state issued ID or FEIN, as well as the number(s) from such identification.)

**BOARD OF COUNTY COMMISSIONERS** Dr. Lic./ID / FEIN #: \_\_\_\_\_  
 \_\_\_\_\_ Dr. Lic./ID / FEIN #: \_\_\_\_\_

**CRAW CO COURTHOUSE** **GIRARD** **KS 66743**  
 Address City State Zip

For trust, use the name as shown on the trust documents, purchaser/borrower is responsible for accuracy.

**VEHICLE INFORMATION** Please be sure the vehicle information is correct. (If there is any deviation in the information on the NSI and the title application, the security interest is not considered perfected.)

Year 2019 Make Chevrolet Style \_\_\_\_\_ VIN / ID # 1GCUYABF3KZ209079  
 Date of Vehicle Sale \_\_\_\_\_ Date of Vehicle Delivery \_\_\_\_\_

**THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN OR ENCUMBRANCE**

Secured Party Community National Bank and Trust Institution's ABA #: 101105817  
 American Bankers Association No., if known  
401 East South St, PO Box 869 Arma KS 66712  
 Address City State Zip

By my signature, I/we, the purchaser(s) of the vehicle listed herein acknowledge that I/we have entered into a security agreement for this vehicle and that the secured party listed above is filing this Notice of Security Interest. I also acknowledge that if for any reason the security interest does not appear on the certificate of title, that this lien or encumbrance is still valid.

Owner(s) Signature(s) [Signature] Owner(s) Hand Printed Name(s) Jeffrey W. Murphy Date \_\_\_\_\_

**NSI FILING REQUIRED** Community National Bank & Trust Krista Sandy  
 Name of Business, Print Clearly Name of Person Completing Form, Print Clearly  
( 620 ) - 724-4446 606 W. St John Girard KS 66743  
 Above Business's: Phone Number Address City State Zip

- ✓ DO NOT ATTACH TITLE TO THIS FORM. The assigned title is to be submitted to the county treasurer's office when the owner(s) make application for title and registration.
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Notice of Security Interest can be filed online using KSellen. Please take a tour of our web site and sign up at: <http://www.ksrevenue.org/ksellen.htm>

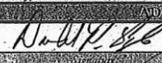
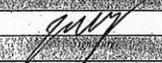
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Notice of Lien-KS  
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 Page 1 of 1

# Board of Crawford County Commissioners

## COMMERCIAL LOAN REQUEST

Borrowing Intent	
Borrowing intent should be indicated as an individual applying with the applicant or shared joint credit. If individuals co-borrow with a business or two individuals are borrowing together.	<input type="checkbox"/> Individual Credit: Relying solely on my income <input type="checkbox"/> Individual Credit: Relying on my income and income from other sources <input type="checkbox"/> Joint Credit: We intend to apply for joint credit. (Initials)
Borrowing Entity Information	
Type of Entity (Select one) <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: Board of County Commissioners
Legal Name: Board of County Commissioners	
Identification Number/EIN: 00-0992637	
Physical Address (Mailing Address) Name of Borrower:	111 E. Forest
City/State/ZIP/County:	Girard, KS 66743
Telephone Number:	620-724-6115
Description of Business:	
Additional Borrower Information	
Co-Borrower Name #1:	Name: _____ Address: _____ SSN: _____ DOB: _____ Telephone: _____
Co-Borrower Name #2:	Name: _____ Address: _____ SSN: _____ DOB: _____ Telephone: _____
Gross Annual Revenue of Borrower (For use in shared credit only)	
<input type="checkbox"/> Over \$1 Million <input type="checkbox"/> Under \$1 Million	
Loan Purpose	
Amount Requested:	\$89,113.55
Collateral	
Collateral Description:	2-2019 Chevy 1500's, 1 - 2019 Ford Explorer, equipment to outfit vehicles
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	<input type="checkbox"/> Property includes Manufactured Home and Land <input type="checkbox"/> Property includes Manufactured Home with NO Land
NOTICES & DISCLOSURES	
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.	
SIGNATURE(S) - ADDITIONAL SIGNERS (NUMBER SIGNATURE PAGES)	
<input checked="" type="checkbox"/> Authorized Signer <input type="checkbox"/> Co-Borrower <input type="checkbox"/> Guarantor	 Don Pyle, County Clerk      12-17-2018 Printed Name      Date
<input type="checkbox"/> Authorized Signer <input type="checkbox"/> Co-Borrower <input type="checkbox"/> Guarantor	 Jeff Murphy, Chairman      12-17-2018 Printed Name      Date

# Board of Crawford County Commissioners



## AGREEMENT TO PROVIDE INSURANCE

**DATE AND PARTIES.** The date of this Agreement to Provide Insurance (Agreement) is December 17, 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  
401 East South St, PO Box 869  
Arma, KS 66712

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. December 17, 2018
- B. Loan Number. 0300004066
- C. Loan Amount. \$99,113.55

**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.

A Motor Vehicle of Make: Ford, Year: 2019, Model: Explorer, VIN: 1FM5K8AR7KA78860, and additionally described: With police package equipment to outfit all 3 vehicles which includes:

- 2-Valor 51 Light bar
- 1-Valor 44 Light bar
- 3-Jotto desk radio console
- 3-code 3 mastercom siren
- 3-Jotto' dest lap top mount
- 3--code 3 100 watt siren speaker
- 3-red grill lights
- 3-blue grill lights
- 3-stalker radar units
- 3-prisoner cages
- 3-grill guard
- 2-topprofile toolboxes
- 2-rubber bed mats
- 3-set weathertech floor mat.

I agree to insure this Property according to the following described risks, amount of coverage, and maximum deductible allowed. I will provide automobile coverage on the Property. The insurable value of this Property is \$97,804.07. The term of coverage will be Term of Loan. The maximum deductible allowed is \$500.00.

Effective Date:

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

Policy Number.

Insurance Company Name, Address, and Phone Number.

, KS

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

Agent Name.

Agency Name, Address, and Phone Number.

, KS

BOARD OF COUNTY COMMISSIONERS  
Kansas Agreement to Provide Insurance  
KS/4Krfats@0000000001828040N

Wells Fargo Financial Services ©1996, 2018 Bankers Systems™

Page 1



# Board of Crawford County Commissioners

A Motor Vehicle of Make: Chevrolet, Year: 2019, Model: 1500, VIN: 1GCUYAEF1KZ209488.

I agree to insure this Property according to the following described risks, amount of coverage, and maximum deductible allowed. I will provide automobile coverage on the Property. The insurable value of this Property is \$31,000.00. The term of coverage will be Term of Loan. The maximum deductible allowed is \$500.00.

Effective Date:

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

**Policy Number.**

**Insurance Company Name, Address, and Phone Number.**

, KS

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

**Agent Name.**

**Agency Name, Address, and Phone Number.**

, KS

A Motor Vehicle of Make: Chevrolet, Year: 2019, Model: 1500, VIN: 1GCUYAEF3KZ209079, and additionally described; With police package equipment to outfit all 3 vehicles. See Exhibit "A" attached hereto and made a part thereof.

I agree to insure this Property according to the following described risks, amount of coverage, and maximum deductible allowed. I will provide automobile coverage on the Property. The insurable value of this Property is \$31,000.00. The term of coverage will be Term of Loan. The maximum deductible allowed is \$500.00.

Effective Date:

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

**Policy Number.**

**Insurance Company Name, Address, and Phone Number.**

, KS

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

**Agent Name.**

**Agency Name, Address, and Phone Number.**

, KS

**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  
Donald P. Pyle, County Clerk

By Jeffrey W. Murphy  
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 \_\_\_\_\_ Date \_\_\_\_\_  
Signer Name \_\_\_\_\_  
Signer Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Insurance Company \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Signer Name \_\_\_\_\_  
Signer Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Insurance Company \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Signer Name \_\_\_\_\_  
Signer Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_

**On motion (18-440)** of Commissioner Moody and the second of Commissioner Wood to approve the Promissory Note and Security Agreement between the Board of Crawford County Commissioners and Community National Bank & Trust in the amount of \$99,113.55 at 3.25% interest for 36 months for one 2019 Ford and two 2019 Chevrolets for the Sheriff's Department and authorize the Chairman to sign.  
Yeas: Commissioners Moody, Murphy and Wood  
Nays:

## Board of Crawford County Commissioners

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Four:** Commissioner Murphy discussed some trees on a right of way that is 20' wide in some areas and 30' wide and asked Mr. Emerson to research the issue of widening road right of ways.

**Item Five:** Commissioner Moody addressed the landfill contract. Mr. Emerson stated that it needs to be looked at around the first of the year since it expires next year.

**Item Six:** Commissioner Wood stated that he will address the skid steer bids on Friday.

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

**Item One:** Mr. Pyle stated that the 2019 Crawford County Amended Budget hearing is scheduled for Friday, December 21, 2018 at 10:00 AM.

**Item Two:** Mr. Emerson presented Resolution #2018-022, a Resolution Establishing the Number of County Commission Districts for Crawford County, Kansas and setting the Number of Districts at Three (3).

# Board of Crawford County Commissioners

BOARD OF COUNTY COMMISSIONERS  
CRAWFORD COUNTY, KANSAS  
GIRARD, KANSAS

RESOLUTION NO. 2018-022

A RESOLUTION ESTABLISHING THE NUMBER OF COUNTY COMMISSION DISTRICTS FOR CRAWFORD COUNTY, KANSAS.

WHEREAS, the Board of County Commissioners, pursuant to authority granted in K.S.A. 19-201, 19-202 and 19-204; must set the number of commission districts by resolution; and

WHEREAS, historically Crawford County has operated with three commission districts and the Board of County Commissioners finds no reason to increase the number of districts.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Crawford County, Kansas:

Section 1. The number of County Commission districts is hereby set at three (3).

Section 2. This resolution shall become effective upon its adoption and approval by the Board of County Commissioners.

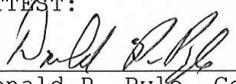
ADOPTED, APPROVED AND GIVEN by the Board of County Commissioners under our hands at the Courthouse in Girard, Crawford County, Kansas this 18th day of December, 2018.

\_\_\_\_\_  
Jeff Murphy, Chairman

  
\_\_\_\_\_  
Tom Moody

  
\_\_\_\_\_  
Carl R. Wood

ATTEST:

  
\_\_\_\_\_  
Donald P. Pyle, County Clerk

**On motion (18-441)** of Commissioner Wood and the second of Commissioner Moody to adopt Resolution #2018-022, a Resolution Establishing the Number of County Commission Districts for Crawford County, Kansas and setting the Number of Districts at Three (3).

Yeas: Commissioners Moody and Wood

Nays:

Present but not voting: Commissioner Murphy

Absent or not voting:

**The motion prevailed.**

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

## Board of Crawford County Commissioners

**Item One: December 21, 2018 – 8:30 AM** Work Session to sign December Accounts Payable & Payroll Vouchers.

**Item Two: December 21, 2018 – 10:00 AM** Public Hearing on 2018 Crawford County Amended Budget.

### ANNOUNCEMENTS:

**Item One: December 24 & 25, 2018** – The Courthouse will be closed in observance of the Christmas Holiday.

**Item Two: December 31, 2018** – The Courthouse will close at 10:00 AM due to the end of year cash audit. The Motor Vehicle Office will be closed all day and the Register of Deeds will be open until 10:00 AM but will not record any documents.

**Item Three: January 1, 2019** – The Courthouse will be closed in observance of the New Year's Holiday.

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

**Item One:** Adjournment

**On the motion** of Commissioner Wood and the second of Commissioner Murphy to adjourn the [December 18, 2018](#) meeting of the Board of Crawford County Commissioners at 10:25 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Wood and Murphy

Nays:

Present but not voting:

Absent or not voting:

**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.**

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**Don Pyle**  
County Clerk

◇

**This submission completed at the Crawford County Courthouse in Girard.**  
[Taken BKW 12//18/18 10:25 AM/amended BKW](#)