

# Board of Crawford County Commissioners

## Commissioners' Journal

2017, [EIGHTY-FIRST](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS **Friday, October 27, 2017, 10:00 AM**

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

### **UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA**

**On motion (17-359)** of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the **October 24, 2017** minutes of the Board of County Commissioners, and
2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

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

### **SIGNING OF MOTIONS**

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

Motion 17	358	That the consent agenda be approved including: Approval of the October 17, 2017 minutes
-----------	-----	---

### **UNDER THE HEADING NEW BUSINESS**


**PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS  
MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH  
MESSAGES FROM THE PUBLIC  
MESSAGES FROM OTHER GOVERNMENTAL ENTITIES**

## Board of Crawford County Commissioners

### MESSAGES FROM ELECTED OFFICIALS PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS

**Item One:** County Clerk Don Pyle stated that he received an email from Mr. Randy Sandburg, EMS Director requesting the Commissioner's approval for the purchase of an ambulance remount. Mr. Pyle stated that Mr. Sandburg said he would like to pick up the ambulance on Monday and would like a check cut today to take with him. The Commissioners were concerned with the purchase and the EMS budget. Mr. Emerson stated that when the EMS budget was approved the Commissioners gave the department the approval to purchase this. The Commissioners gave approval to cut the check today for Mr. Sandburg to purchase the ambulance remount. The Commissioners would like Mr. Sandburg to meet with them on Tuesday at 9:00 AM for a work session to give a report on ambulance runs and collections.

# Board of Crawford County Commissioners

 <b>EMERGENCY SERVICES SUPPLY</b> 6641 CHRISTOPHER DRIVE ST. LOUIS, MO 63129 (314) 846-0911 FAX (314) 846-4445		INVOICE # 6230 10/9/2017 VEHICLES SALES ACCOUNT								
TO	<b>CRAWFORD COUNTY EMS</b> P.O. BOX 292 GIRARD, KS 66743	ORDER #  <b>CRAWFORD COUNTY EMS</b> 270 N. IND. DRIVE FRONTENAL, KS 66763								
<u>SALES</u> Kyle	<u>P.O. Number</u>	<u>SHIPPED VIA</u> ROAD	<u>F.O.B. POINT</u> Factory	<u>TERMS</u> COD						
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">LINE</th> <th style="text-align: center;">ORDERED</th> <th style="text-align: center;">SHIPPED</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> </table>	LINE	ORDERED	SHIPPED	1	1	1	OSAGE REMOUNT ON A 2016 CHEVY G4500 CHASSIS ACCORDING TO CUSTOMERS SPECIFICATIONS  LESS TRADE-IN OF 2004 E-450 CHASSIS  OSAGE STOCK NO. 5247 R483 VIN: 1GB6GUCL2G1231316		110,650.00  (1,000.00)	
LINE	ORDERED	SHIPPED								
1	1	1								
SUBTOTAL SALES TAX SHIPPING & HANDLING TOTAL			\$ 109,650.00 EXEMPT NONE \$ 109,650.00							

Insurance on Monday  
Check Friday check  
P. Don  
on Monday  
for purchase

**Item Two:** Mr. Pyle discussed the PSU annual luncheon that will be held on November 17, 2017 and wanted to make sure that Commissioner Murphy was aware of the luncheon as he was not present at the meeting Friday when it was addressed.

**Item Three:** County Counselor Jim Emerson presented a Lease and Option to Purchase between First National Bank of Girard and Crawford County Road and Bridge Department for a 2018 Freightliner Dump Truck in the amount of \$123,728.50 at 1.69% interest for 24 months. Mr. Emerson explained that the monthly payments would be \$5,247.82.

# Board of Crawford County Commissioners

Lease #10274

\$ 123,728.50

FID# 48-6042132

GL 41

## LEASE AND OPTION TO PURCHASE

THIS AGREEMENT is made this 27<sup>th</sup> day of October, 2017 by and between The First National Bank of Girard, Girard, Kansas (hereinafter referred to as "Lessor"), and the Crawford County Road and Bridge Department (hereafter called "Lessee").

WITNESSETH:

WHEREAS, the Lessee wishes to obtain the use and benefit of the below described equipment which it does not own through an agreement with the Lessor; and

WHEREAS, the Lessor desires to provide the funding which will make the purchase of equipment possible.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Lessor agrees to lease to the Lessee the following described property:
  - A. (1) 2018 Freightliner Dump Truck VIN # 1FVHG5FE6JHJR3311
2. The Lessor makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the equipment, or warranty with respect thereto. In no event shall the Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this agreement or the existence, furnishing, functioning or the Lessee's use of the equipment or any item thereof or services provided. Further, the Lessee agrees to hold the Lessor harmless for any said damage arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of the equipment or any item thereof or service provided.
3. At its own expense, the Lessee shall cause casualty and liability insurance to be carried or maintained on the equipment sufficient to protect the Full Insurable Value (meaning the full replacement value (new) of the equipment or the then applicable purchase price, whichever is less). All insurance shall name the Lessee and the Lessor as loss payees as their respective interest may appear.
4. At its own expense, the Lessee shall pay all taxes owed on said equipment, if any, and agrees to hold the Lessor harmless from the payment of any said taxes.
5. The term of this Lease shall commence this day, and shall continue for a period of Twenty Four (24) months, which shall be no later than November 1<sup>st</sup>, 2019 ("Termination Date") unless terminated pursuant to Paragraph 7 below.

# Board of Crawford County Commissioners

LEASE AND OPTION TO PURCHASE  
Crawford County Road and Bridge Department  
October 27, 2017 – Page 2

6. The Lessee shall pay a monthly rent for the lease of said equipment in the amount of \$5,247.82 beginning December 1<sup>st</sup>, 2017 and to continue each and every month until termination date. On termination, November 1<sup>st</sup>, 2019 the final payment shall be approximately \$5,243.80.

The Lessee is obligated only to pay periodic payments or annual installments under this lease as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

- a. Cash purchase price: \$123,728.50
- b. Annual average effective interest cost: 1.690% APR
- c. Service, maintenance, insurance and other charges; None

7. The Lease term will terminate upon the earliest occurrence of either of the following events:

- (a) The expiration of the Lease Term on the Termination Date, with the Lessee having the right to purchase the equipment as described in paragraph 8.

- (b) In the event sufficient funds shall not be budgeted and appropriated by the Lessee for any Fiscal Year sufficient in the amount to provide for the rental required hereunder for such fiscal year in order to continue the leasing of the equipment, or for any other obligation of the Lessee under this lease during the lease term, then the Lessee shall terminate this lease pursuant to this subsection by so notifying the Lessor; and the Lessee shall not be obligated to make payments of the rental required by this lease beyond the end of the period for which the Lessee has budgeted therefore subsequent to the end of the then current fiscal year. The Lessee agrees to deliver written notice to the Lessor of a termination of the lease under provisions of this 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 equipment 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 equipment similar to the subject equipment for one (1) year.

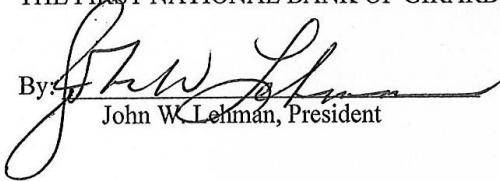
# Board of Crawford County Commissioners

LEASE AND OPTION TO PURCHASE  
Crawford County Road and Bridge Department  
October 27, 2017 – Page 3

8. Provided the Lessee is not in default hereunder, it may elect to purchase the said equipment at the end of the term of this agreement for the purchase price of One Dollars and No/100 (\$1.00).
9. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

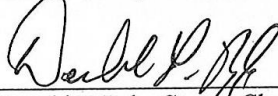
IN WITNESS WHEREOF, the parties hereto have executed this agreement this 27<sup>th</sup> day of October, 2017, the same shall be considered binding upon both parties and shall remain in full force and effect unless and until canceled according to the terms of this agreement.

THE FIRST NATIONAL BANK OF GIRARD, KANSAS

By:   
John W. Lehman, President

BOARD OF COUNTY COMMISSIONERS:

  
Carl R. Wood, Chairman

  
Donald P. Pyle, County Clerk

# Board of Crawford County Commissioners


## The First National Bank of Girard

### Amortization Schedule

Loan Amount: \$123,728.50      Rate: 1.690%      Term: 24 (Months)

No.	Date	Payment	Interest	Principal	Balance	Cumulative Interest
1	12/01/2017	\$5,247.82	\$200.50	\$5,047.32	\$118,681.18	\$200.50
2	01/01/2018	\$5,247.82	\$170.34	\$5,077.48	\$113,603.70	\$370.84
3	02/01/2018	\$5,247.82	\$163.06	\$5,084.76	\$108,518.94	\$533.90
4	03/01/2018	\$5,247.82	\$140.68	\$5,107.14	\$103,411.80	\$674.58
5	04/01/2018	\$5,247.82	\$148.43	\$5,099.39	\$98,312.41	\$823.01
6	05/01/2018	\$5,247.82	\$136.55	\$5,111.27	\$93,201.14	\$959.56
7	06/01/2018	\$5,247.82	\$133.77	\$5,114.05	\$88,087.09	\$1,093.33
8	07/01/2018	\$5,247.82	\$122.35	\$5,125.47	\$82,961.62	\$1,215.68
9	08/01/2018	\$5,247.82	\$119.07	\$5,128.75	\$77,832.87	\$1,334.75
10	09/01/2018	\$5,247.82	\$111.71	\$5,136.11	\$72,696.76	\$1,446.46
11	10/01/2018	\$5,247.82	\$100.97	\$5,146.85	\$67,549.91	\$1,547.43
12	11/01/2018	\$5,247.82	\$96.95	\$5,150.87	\$62,399.04	\$1,644.38
13	12/01/2018	\$5,247.82	\$86.67	\$5,161.15	\$57,237.89	\$1,731.05
14	01/01/2019	\$5,247.82	\$82.15	\$5,165.67	\$52,072.22	\$1,813.20
15	02/01/2019	\$5,247.82	\$74.74	\$5,173.08	\$46,899.14	\$1,887.94
16	03/01/2019	\$5,247.82	\$60.80	\$5,187.02	\$41,712.12	\$1,948.74
17	04/01/2019	\$5,247.82	\$59.87	\$5,187.95	\$36,524.17	\$2,008.61
18	05/01/2019	\$5,247.82	\$50.73	\$5,197.09	\$31,327.08	\$2,059.34
19	06/01/2019	\$5,247.82	\$44.96	\$5,202.86	\$26,124.22	\$2,104.30
20	07/01/2019	\$5,247.82	\$36.28	\$5,211.54	\$20,912.68	\$2,140.58
21	08/01/2019	\$5,247.82	\$30.01	\$5,217.81	\$15,694.87	\$2,170.59
22	09/01/2019	\$5,247.82	\$22.52	\$5,225.30	\$10,469.57	\$2,193.11
23	10/01/2019	\$5,247.82	\$14.54	\$5,233.28	\$5,236.29	\$2,207.65
24	11/01/2019	\$5,243.80	\$7.51	\$5,236.29	\$0.00	\$2,215.16

# Board of Crawford County Commissioners

RETAIL ORDER FOR A MOTOR VEHICLE			
<b>Joplin Freightliner Sales</b> <small>Dealer's Name</small> 3201 E 32nd Street <small>Street Address</small> Joplin MO 64802 <small>City St Zip</small> (800) 877-7075 (417) 624-0891 <small>Phone Fax</small> Cameron Lawrence <small>Salesperson</small>		September 29, 2017 <small>Date</small> <b>Crawford County Road and Bridge</b> <small>Purchaser's Name</small> 111 East Forest St <small>Street Address</small> Girard KS / 66743 <small>City State/ZIP</small> Res. Phone Bus. Phone	
			
PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> OTHER <input type="checkbox"/>			
YEAR	2018	MAKE	Freightliner
MODEL	108SD	BODY TYPE	Dump
COLOR	White	TRIM	
VIN	1FVHG5FE6JHR3311	STOCK #	63728
		TO BE DELIVERED ON OR ABOUT 10/3/2017	
CASH DELIVERED PRICE OF VEHICLE	\$ 124,036.00	EACH	1
		UNITS	1
	\$ 124,036.00	USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	
ACCESSORIES		MAKE OF TRADE-IN	None
		YEAR	
		MODEL	
		BODY	
		VIN	
		BALANCE OWED TO ADDRESS	
		PAY OFF(S) GOOD TO:	
		USED TRADE-IN ALLOWANCE(S)	
		BALANCE OWED ON TRADE-IN(S)	
		NET ALLOWANCE ON USED TRADE-IN(S)	
		DEPOSIT OR CREDIT BALANCE	
		CASH DOWN AT CLOSE	
		OTHER:	
		DOWN PAYMENT (Transfer to Left Column)	
		REMARKS	
CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE(S)	\$ 124,036.00		
FEDERAL EXCISE TAX	(\$307.50)		
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE			
1. TOTAL PRICE OF UNIT(S)	\$ 123,728.50	EXTENDED WARRANTY COVERAGES INCLUDED: STANDARD FACTORY WARRANTIES APPLY	
2. DOWN PAYMENT: consisting of _____ in cash and/or _____ not trade-in		ADDITIONAL:	
allowance on trade-in; see statement in right hand column for details.			
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)	\$ 123,728.50	Freightliner reserves the right to adjust the raw material surcharge for pass through to customer.	
<small>Attention Used Truck Buyers: If you are buying a used vehicle with this contract, federal regulations may require a typical buyer guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.</small>			
<small>ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT THE DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED.</small>			
<small>The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.</small>			
_____ PURCHASER'S SIGNATURE		10-10-17 DATE	
		ACCEPTED BY: DEALER OR HIS AUTHORIZED REPRESENTATIVE	

On motion (17-360) of Commissioner Moody and the second of Commissioner Wood to approve the Lease and Option to Purchase between First National Bank of Girard and Crawford County Road and Bridge Department for a 2018 Freightliner Dump Truck in the amount of \$123,728.50 at 1.69% interest for 24 months and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Four:** Mr. Emerson spoke about the Off-System Bridge Program through the State of Kansas. He stated that Mr. Randy Chiartano and CFS Engineers submitted applications for Crawford County for 4 bridges and only 1 bridge application was successful. Mr. Emerson stated that Mr. Kenny Blair with CFS stated that there were a lot of applications submitted this round and the County is lucky to get approval of the one bridge. He explained that the bridge located on 580<sup>th</sup> Avenue between 20<sup>th</sup> Street and 30<sup>th</sup> Street was



## Board of Crawford County Commissioners

selected for funding and that a Form 1302 is needed for the project. He explained the form 1302 is a Project Programming Request Form and it shows that the project costs are estimated to be \$520,000 of which the state will pay 80% and the County will pay 20% or \$104,000. Mr. Emerson explained what items are not included in the match and will be 100% of the County's responsibility. He stated that the for 1302 will need to be submitted within the 30-day time line and also presented an agreement with CFS to do the design engineering on the bridge for \$38,000. Commissioner Murphy would like Mr. Blair from CFS engineers to speak with the Commissioners before signing any paperwork. Mr. Emerson will contact Mr. Blair.

**Item Five:** Commissioner Moody stated that he received a letter from the City of Arma with concerns about the dangerous intersection at 640<sup>th</sup> Avenue and US 69 Highway. He stated that in the last 17 years there have been 69 accidents, 2 deaths and 30 injuries at that intersection and that something needs to be done. Mr. Moody said that he would like to schedule a work session with a representative from the KDOT, the City of Arma Governing Body, the Commissioners and the State Legislators to see what can be done to alleviate this problem. Commissioner Moody explained that this problem is not going away and it is a very dangerous intersection. Mr. Emerson will work on setting up the work session.

# Board of Crawford County Commissioners

Bette Lessen-City Clerk  
Mona Genser-Asst. Clerk

City Hall  
701 E Washington St.  
P.O. Box 829  
Arma, KS. 66712



Mayor  
Rock Anderson

Council Members  
Johnnie Logiudici-Pres. of Council  
Dick Cleland  
Ray Vail  
Richard Kerley  
Scott Popejoy

## TO WHOM IT MAY CONCERN:

The City Council of the City of Arma, Kansas, is requesting any and all assistance and/or reviews that can be made to assist in resolving what the City considers to be a very dangerous intersection. The intersection of 640<sup>th</sup> Avenue and US 69 in Crawford County, Kansas, has had a history of creating significant collisions, not only resulting in death and serious injury, but also in property damage. At this point in time, because the City does not have a grocery store within the East side of the town, it is necessary for many of the citizens to cross US 69 at the 640<sup>th</sup> Avenue intersection to shop at the Dollar General located on the West side of US 69. This has created additional complications with people that are trying to enter the Dollar General parking lot, as well as crossing the intersection for other purposes.

We have attached a printout that was obtained showing a history of the accidents at that intersection. Not only has the intersection historically had complications, but with the partial improvement of US 69 four lane North of the Crawford County line, we are seeing an increased traffic flow, which we anticipate will continue to increase as the US 69 improvement continues. We visualize at this time, the funneling of four lane traffic onto two lanes of traffic on US 69 in Crawford County will result in additional traffic complications and/or impediments for persons that wish to cross the 640<sup>th</sup> Avenue and US 69 intersection.

Because a four lane road exists South of Arma which ends at the US 56/69 Junction, and then will be resuming to a four lane at the Crawford County line North of Arma, the funneling effect will continue to increase until the US 69 improvement from Crawford County border South is finally approved.

The City Council believes that a traffic light at the intersection of 640<sup>th</sup> Avenue and US 69 is necessary to allow protected access, not only for crossing the highway, but also to enter the highway coming from either the East or the West on 640<sup>th</sup> Avenue.

We are seeking any and all assistance you can provide us to assist the City in obtaining this life protecting and property saving necessity. Should you have any questions, please feel free to contact the Mayor of the City of Arma, or any City Councilman to discuss this matter.

Respectfully Submitted,

Rock Anderson, Mayor

Email Address: [arma\\_bette@ckt.net](mailto:arma_bette@ckt.net)

Phone # 620-347-4125

Fax # 620-347-4492

# Board of Crawford County Commissioners

Data as of 10/18/2017

## MOTOR VEHICLE CRASH SUMMARY Intersection of US-69 and E. 640th Ave/W. South St. in Arma, Kansas

**(Includes all crashes that are within 1/4 mile in each direction)**

Year	CRASHES				PEOPLE	
	Total	Fatal	Injury	PDO*	Deaths	Injuries
2000	3	-	1	2	-	3
2001	7	-	2	5	-	4
2002	3	-	1	2	-	1
2003	1	-	-	1	-	-
2004	7	-	1	6	-	1
2005	6	1	2	3	1	8
2006	3	-	2	1	-	2
2007	6	-	3	3	-	6
2008	4	-	3	1	-	7
2009	4	-	2	2	-	4
2010	3	-	2	1	-	2
2011	6	-	4	2	-	7
2012	5	-	3	2	-	6
2013	1	-	1	-	-	2
2014	2	-	-	2	-	-
2015	3	-	2	1	-	2
2016	3	-	1	2	-	4
2017**	2	1	-	1	1	1
<b>Total</b>	<b>69</b>	<b>2</b>	<b>30</b>	<b>37</b>	<b>2</b>	<b>60</b>

\*PDO- Property Damage Only Accidents

\*\*Data are incomplete and unofficial



**Item Six:** Mr. Moody stated that he has 2 trucks in very poor shape. He explained that one of the trucks has no heat or AC and the floorboard is totally rotted out. He stated he would like to purchase a replacement truck and that he found a white service truck ri4 around \$10,000 to \$11,000 with approximately 100,000 miles. The Commissioners discussed trading in the old trucks or selling them on Purple Wave. Mr. Moody stated that the other truck will be replaced when the foreman truck is handed down.

## Board of Crawford County Commissioners

**On motion (17-361)** of Commissioner Moody and the second of Commissioner Wood to approve the purchase of a pickup truck for Road and Bridge District #2 not to exceed the price of \$11,000.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**On motion (17-362)** of Commissioner Wood and the second of Commissioner Moody to approval the selling of 2 trucks on Purple Wave and a 3<sup>rd</sup> truck if needed.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

**Item Seven:** Commissioner Murphy addressed purchasing a tree trimmer. Mr. Pyle showed a video clip of a Baumalight Incisor tree trimmer. Mr. Murphy stated that this trimmer should attach to one of the county's excavators. The Commissioners discussed the different types of trimmers and what they will do. Mr. Murphy stated that Foley Equipment is a dealer for this type of trimmer and he will speak to them and check on a price and see if it will fit one of the County's excavators.

### UNDER THE HEADING OLD BUSINESS

**Item One:** Mr. Pyle presented the Commissioners with the bound copies of the Employee Policy Manual. Mr. Pyle stated that the manuals will be distributed to current employees at the Benefits Fair and there will be extra copies for any new employees that are hired. The Commissioners stated that the manuals look very nice.

**Item Two:** Mr. Pyle addressed IMA and stated that they will be going back to BC/BS with the new plan design. Mr. Pyle showed the Proposed 2018 Plan Design Changes and discussed these changes with the Commissioners.

**Item Three:** Mr. Murphy addressed Codes Court and the Commissioners would like Mr. Troy Graham, Zoning Administrator to attend a Commission meeting periodically to give an update on Codes Court. Mr. Wood stated that he feels that Codes Courts needs to be done as soon as possible. The Commissioners discussed some properties that are in horrible shape and need cleaned up. Mr. Murphy suggested that Mr. Tim Fielder speak with the Commissioners as he deals with these situations for a couple of the cities in Crawford County. Mr. Moody will speak with Mr. Graham.

**Item Four:** Mr. Emerson presented the Conflict of Interest Policy. He stated that this policy is needed for the State Emergency Shelter Grant and that it is a good thing to have on file.

# Board of Crawford County Commissioners

## CONFLICT OF INTEREST

The Board of County Commissioners hereby adopts the following conflict of interest policy.

**Purpose:** The purpose of this Policy is to ensure that employees identify and disclose potential Conflicts of Interest, and conduct themselves in a manner that will not compromise the integrity of the County.

**Scope:** This Policy applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County. (hereinafter collectively referred to as "employee".)

### **Definitions:**

- Conflict of Interest - An actual Conflict of Interest occurs when financial or personal considerations compromise an individual's objectivity, professional judgment, and/or ability to perform his/her duties for the County. The following non-exclusive list provides examples of situations that often give arise to an actual or potential Conflict of Interest
- An employee...
  1. has an ownership interest in an entity with which the County does business;
  2. receives significant salary or other compensation from an entity/individual with which/whom the County does business;
  3. receives individual gifts or individual discounts from an entity /individual with which/whom the County does business, when the donor's intent is to influence such individual in the performance of his/her official duties;
  4. is an officer, director, or other key decision maker for an entity with which the County does business;
  5. receives significant commissions or fees as part of an outside business from a customer/client with which the County does business;
  6. has a family member or close personal relationship with someone who fits into one of the categories described above.

**1. Disclosure of Interests:** Employees are responsible for disclosing potential conflicts of interest to their supervisors for review and determination of the appropriate course of action. An employee may be required by his/her supervisor to complete a written disclosure form in connection with the employee's involvement in making decisions on behalf of the County. In determining whether an interest needs to be disclosed, employees

## Board of Crawford County Commissioners

should err on the side of caution and construe this policy broadly in favor of disclosure.

**2. Agreements, Contracts and Purchases:** County employees shall not knowingly promote and/or enter into any agreement, contract or other binding business relationship on behalf of the county when a Conflict of Interest exists. Examples include, but are not limited to, purchase agreements for goods, services, leases, grant contracts, memoranda of understanding, letter/arrangement agreements, commitments, etc. A Conflict of Interest shall preclude an employee from participating in the selection and negotiation, or in any other decision-making processes.

**3. Gifts:** County employees who participate in selecting vendors, products and contractors should avoid accepting individual gifts and individual discounts from outside individuals and entities that are existing or potential vendors or contractors when it is clear that the donor's intent is to influence an employee's official duties. Occasional meals or beverages are acceptable as long as they are not conditioned upon the employee taking official action on behalf of the county. An employee who believes he/she may have accepted a gift giving rise to an actual or perceived Conflict of Interest, should notify his/her supervisor pursuant to this Policy.

**4. Restraint on Participation:** With respect to a particular transaction or item of business, if an employee is deemed by the supervisor to have an actual or perceived Conflict of Interest, that employee shall not participate in the decision for which he/she has the Conflict of Interest.

**5. Disciplinary Action:** Violators of this Policy are subject to disciplinary action up to and including termination of employment.

Adopted this 24<sup>th</sup> day of October 2017.

---

Carl R. Wood, Chairman

**On motion (17-363)** of Commissioner Wood and the second of Commissioner Moody to approve the Conflict of Interest Policy and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

### MESSAGES FROM APPOINTED OFFICIALS

**Item One:** Mr. Troy Graham handed out a brief outline for codes court. He also handed out Manufactured Home Code, Nuisances and Dangerous Structures Abatement and Regulations, Recreation Vehicle Code and The Environmental Bulletin. Mr. Graham requested that the Commissioners look over this material and he will address these issues again on Friday, November 3 at the Commission Meeting. Mr. Moody discussed a large number of old tires on a property in the county. The Commissioners scheduled a work session with Mr. Graham to address Codes Court on Friday, November 3, 2017 at 9:00 AM.

# Board of Crawford County Commissioners

## OLD BUSINESS continued

**Item Five:** Mr. Murphy spoke about employee evaluations and he stated that they are due December 1, 2017. Mr. Pyle stated that he sent out an email with the due date. The Commissioners will discuss this further on Tuesday.

**Item Six:** Mr. Wood addressed property, casualty and work comp insurance and a deadline for bids. The Commissioners decided that the deadline will be December 1, 2017.

**Item Seven:** Mr. Wood addressed a company that is interested in investments for County Employees and payroll deductions. Mr. Pyle explained how payroll deductions work and how pre-tax works.

## EXECUTIVE SESSION

### UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

#### FUTURE BUSINESS:

**Item One: November 3, 2017 – 9:00 AM** Work Session with Mr. Troy Graham, Zoning Administrator, regarding Codes Court.

**Item Two: November 3, 2017 –** Mr. Troy Graham, Zoning Administrator presenting a Motion of Recommendation.

**Item Three: November 13, 2017 – 9:00 AM** Canvassing of the ballots from the 2017 City/School General Election with the Regular Session commencing immediately after the canvass.

#### ANNOUNCEMENTS:

**Item One: November 7, 2017 –** 2017 City/School General Election Day.

**Item Two: November 10, 2017 –** The Courthouse will be closed in observance of Veteran's Day and the Regular Session of the Board of County Commissioners is cancelled.

**Item Three: November 14, 2017 –** The Regular Session of the Board of County Commissioners is cancelled.

**Item Four: November 14, 15 & 16 –** All three Commissioners will be attending the KAC Conference in Overland Park, Kansas.

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

**Item One:** Adjournment

## Board of Crawford County Commissioners

**On the motion** of Commissioner Moody and the second of Commissioner Wood to adjourn the [October 27, 2017](#) meeting of the Board of Crawford County Commissioners at 11:32 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

**The motion prevailed.**

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

---

**Don Pyle**  
County Clerk

<>

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

[Taken BKW 10/27/17 11:32 AM/amended BKW 10/30/17 2:20 PM](#)