

The Allen County Board of Commissioners met in regular session at 8:30 a.m. with Chairperson Jim Talkington, Commissioner Thomas R. Williams and Sherrie L. Riebel, Allen County Clerk. Commissioner Jerry Daniels conference called in.

Bob Johnson, Iola Register, Bryan Murphy, Allen County Sheriff, Kenneth Lott, Humboldt Citizen, and Larry Walden, citizen, was present to observe the meeting.

Commissioners approved the minutes of the June 27, 2017 meeting.

Kenneth Lott, Humboldt Citizen, expressed his concerns of structural well-being of the Humboldt River Bridge and desired clean out of the log jam on the west side. He said Mr. Rinehart will not allow anyone on the property and some of the trees are from his property. The property on the east side has lost some trees and the property owners will allow the county on their property to clean out that side of the log jams. He said it is a high concern to get it done now before the bridge is structurally damaged. Discussion followed.

Ron Holman, Allen County House and Grounds Director, joined the meeting.

Mitchell Garner, Allen County Public Works Director, stated he has a couple of people looking to see if the Neosho River is down low enough to get under Humboldt River Bridge there without hurting someone. Commissioner Daniels asked Mitch if he has gotten a hold of the Core of Engineers. Mitch stated he would try again. Chairman Talkington asked Mr. Lott about his back ground on construction and engineering. Mr. Lott stated he had pictures and state bridge ratings he was reporting on. Chairman Talkington stated the county is well aware of the economic importance of the Humboldt River Bridge and will be working to clear up the log jam as they can. Mitch stated it depends on how large equipment is to remove the debris, if they can stay on the county right of way.

Ron reported on the courthouses north parking lot. They will finish Monday or Tuesday, and it will still be a few days before the parking lot is open to park on again.

Ron said the LED Lights are half done around the courthouse and look really nice. They make a big difference.

Ron presented a bid from Rebel Works for railing on the north side of the courthouse. Bob asked if he got a bid from Northcutt in LaHarpe. Discussion followed. Commissioners requested Ron to get another bid.

Mitch reported his crews are out mowing. Some of the crew has been crushing rock; then a belt broke, so it's being repaired. His crews are also out filling up pot holes. They are doing a chip and seal project around Elsmore.

Mitch stated they are close to working on the ditch around Dillow's yard. Since it is drying up, they will be able to get in there.

Mitch will be working on the overpass south of Iola to Humboldt in the near future to fix the road. They currently have hot patched it.

Commissioners discussed the importance of being in contact with the Core of Engineers when they start working on Humboldt Bridge so they don't open the gates at the dams releasing water into the river. Mitch said the Core of Engineers said it is not their problem. He will call them again.

Commissioner Daniels reported he is planning on attending the meeting on the 169 Corridor on July 20, 2017.

Carla Nemecek, Southwind Extension District Executive Director, presented Fiscal Conditions and Trends for Allen County for 2017. This report is a service provided by Southwind Extension District Kansas State Research and Extension. They accumulate information from the different departments at the State of Kansas. These reports are turned into the state by each county annually.

Carla reported the roof was finally torn off of the sheep barn last evening. She stated they were doing a good job of clean up as well.

Carla presented a 2017 Building for the Future 2017 Annual Report from Kansas State University for review. She also presented Southwind Extension District Making a Difference report; a report she does on a quarterly basis. Discussion followed. Commissioners expressed their appreciation to Carla for everything she does for the county.

Sandra Drake, Appraiser, discussed her reappointment. She stated she is to be reappointed by Resolution 201705. Commissioners reviewed Resolution 201705 and Employment Contract.

RESOLUTION NUMBER 201705

A RESOLUTION APPOINTING A COUNTY APPRAISER

WHEREAS; pursuant to K.S.A. 19-430 the Board of County Commissioners of Allen County are required to appoint a county appraiser, and;

WHEREAS; said county appraiser shall hereby be reappointed to serve a term of four (4) years and until a successor is appointed;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALLEN COUNTY, KANSAS:

Section 1. That Sandra K. Drake be and she is hereby appointed to the position of County Appraiser for Allen County, Kansas.

Section 2. That the term of her appointment shall begin on July 1, 2017. The salary and other benefits shall be reviewed annually by resolution of the Board of County Commissioners of Allen County, Kansas.

Section 3. That this resolution shall take effect and be in force from and after its passage and publication one time in the legal newspaper of the county.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF ALLEN COUNTY, KANSAS THIS 11th DAY OF JULY 2017.

And

EMPLOYMENT CONTRACT

WHEREAS, THE BOARD OF COUNTY COMMISSIONERS OF ALLEN COUNTY, KANSAS AND SANDRA K. DRAKE wish to enter into an employment contract for the purpose of re-appointing Mrs. Drake as County Appraiser for Allen County, Kansas.

The terms of such employment contract are as follows:
Sandra K. Drake's term of employment and re-appointment shall be effective July 1, 2017, and

shall serve as such county appraiser for Allen County, Kansas for a term of four (4) years and until her successor is appointed. Any renewal of the contract shall be governed by the provisions of K.S.A. 19-430, et. Seq.

The salary to be paid shall be \$70,408.00 per year, which may be reviewed annually by resolution of the Board of County Commissioners.

All benefits shall be available during the term of employment. Mileage and travel expenses shall be reimbursed upon proof of payment of same.

The conditions of the employment are governed by K.S.A. 19-425, et. Seq.

The State of Kansas, Department of Revenue, Director of Property Valuation, shall receive notice of this Resolution and Employment Contract.

Dated this 11th day of June 2017.

Commissioner Williams moved to approve Resolution 201705 and to reappoint Sandra Drake as Allen County Appraiser for a term of four years. Commissioner Daniels seconded, motion passed 3-0-0.

Alan Weber, Allen County Counselor, discussed the EMS Contract between the City of Iola and Allen County. He discussed the contents of the contract. Commissioner Williams moved to accept the EMS Contract between the City of Iola and Allen County. Discussion followed. Chairman Talkington seconded, motion passed 3-0-0. Chairman Talkington signed the agreement.

**EMERGENCY MEDICAL SERVICES
Joint Agreement**

This agreement, made and entered into this 11th day of July, 2017 by and between **Allen County, Kansas**, by and through its governing body, the Board of Allen County Commissioners hereinafter referred to as "County" and the **City of Iola, Kansas**, by and through its governing body, the City Council of Iola, Kansas, hereinafter referred to as "City".

WITNESSETH:

Whereas, Ambulance services are now being provided to Allen County under and by virtue of that certain Emergency Medical Services Joint Agreement between Allen County and the City of Iola dated October 14, 2014; and

Whereas, the parties to said Agreement desire to enter into a new Emergency Medical Services Joint Agreement with modified terms and conditions.

Now Therefore, for and in consideration of the mutual covenants and promises herein contained IT IS AGREED between the parties as follows:

(1) By mutual agreement of the parties hereto, the provisions of the Emergency Medical Services Joint Agreement dated October 14, 2014 are deemed terminated effective **midnight on January 1, 2017**. Thereafter the terms and conditions of this **EMERGENCY MEDICAL SERVICES Joint Agreement** shall govern the conduct of the parties. Pursuant to the prior Agreements dated October 1, 2013 and October 14, 2014, County has transferred to City the possession of but not the title to all county EMS service vehicles, equipment and buildings which were listed in Exhibit "A" to the prior Agreement.

(2) It is understood, that on and after **January 1, 2017** all ambulance services for Allen County shall continue to be delivered under the ambulance license of County and all EMS vehicles shall be labeled "**Allen County Emergency Medical Services**". All personnel shall be placed under the management of and become employees of City and City shall be fully responsible for all costs of operation including but not limited to wages, supplies, training, fees, licenses, insurance along with maintenance and upkeep of all fire and EMS service vehicles, equipment and buildings. City shall have sole responsibility for replacement or upgrade of any fire vehicles and equipment. County shall replace one EMS vehicle with another EMS vehicle of County's choosing every other year beginning in the year 2017 (which has been ordered as of the signing of this agreement) to be delivered before the end of the year. Said vehicles shall be used by City but shall remain the property of County.

(3) All charges for ambulance runs made by the EMS service will be processed by County. County shall pay to City the amount of \$1,007,000.00 per year for the year 2017 to be paid first from the receipts for ambulance runs. If receipts from ambulance runs are less than \$1,007,000.00 then County shall pay the difference between the amounts actually received from run receipts and the amount of \$1,007,000.00 from County funds. Any receipts in excess of \$1,007,000.00 per year shall remain the property of County. Such excess receipts shall be held by County in a fund designated EMS Capital Outlay Fund and proceeds of said fund shall be used only for the salaries and office expenses of the Billing Agent and for the purchase of Ambulances unless other expenditures are authorized by the mutually agreement of the parties hereto.

(4) The ambulance service coverage area for City shall be the entire area of Allen County, Kansas.

(5) City shall be solely responsible for the ambulance runs they handle. This responsibility shall include but not be limited to:

- (a) completing any necessary documentation required by law or provider protocols;
- (b) investigating any complaints arising out of the transport or other service rendered;
- (c) promptly (and according to law, within 24 hours of a run) provide all ambulance run information to County necessary for billing and quality of care review.

(6) Billing for any and all EMS services rendered by City shall be handled by County with all receipts being paid to County by the various providers. City may, at its own expense, provide additional part-time help to provide backup for and to assist county in billing. Such person shall perform his/her duties under the guidance and direction of county's billing person. In managing its records and in order to expedite the review and processing of ambulance runs for billing, City shall use **Image Trend Software** which is currently used by County and is available for free from the State of Kansas.

(7) City shall also be responsible to operate the rescue vehicle and the HAZMAT vehicle.

(8) The parties agree that the goal of the countywide ambulance service is to provide ALS level ground ambulance service to all of Allen County. City shall, at all times, have adequate personnel to provide ALS level ground service staffing at all locations on a 24/7 basis. The director of Fire operations shall be appointed by City. The director of EMS operations shall be appointed by City with the approval of County. The director of EMS shall provide periodic reports showing ambulance run data to County. Further, county may make requests for additional information directed through the Iola City Administrator.

(9) Unless City can show good cause or undue hardship, City shall maintain ALS level ground ambulance service throughout the county with at least one ALS ground service ambulance stationed in Iola, Humboldt and Moran 24 hours per day, 7 days per week during the term of this agreement. City shall be responsible to make proper arrangements in both Humboldt and Moran for the stationing of ambulances in both locations. City will develop and follow a plan acceptable to County which provides for rotation of personnel through all EMS stations to assure full utilization of each employee. For good cause, ambulances may be repositioned from one city to another when the ambulance of one city is out on a call or transfer. The parties agree that their intent is to provide full service to all of the communities in the county without preference toward any one service. City agrees to comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination in employment.

(10) The operations of the EMS portion of the merged Fire/EMS service shall be administered by City under the ambulance license of County. Funding for operations shall be as follows:

- (a) Except for the replacement of EMS vehicles by County as provided above, City shall budget for and pay any and all costs of the joint operation including both capital and non-capital expenses.
- (b) All billing for services rendered by the joint operation shall be handled by County.
- (c) County shall pay to City the sum of \$1,007,000.00 per year as provided above beginning in the year 2017. In making the annual payment to City, County shall pay to City the run revenues received by County as they are received and within 30 days of receipt. In the event that run revenues are less than \$1,007,000.00 in any year, the deficiency shall be paid by County to City on or before February 15th of the following year.
- (d) All remaining receipts above the sum of \$1,007,000.00 shall be retained by County and used as set out in paragraph 3 above.
- (e) County and City anticipate that run revenues will continue to fall short of the minimum guaranteed amount provided above. As such, the parties agree to augment payment made to City during any contract year by paying City all run revenue as it is received by County along with an additional payment of \$70,000.00 per quarter on or before April 15th, July 15th, and October 15th of the contract year. The final payment due to city shall be determined at year end and paid to City on or before February 15th of the following year.
- (f) The \$1,007,000.00 payment provided herein shall be adjusted for inflation only as follows:

Beginning in 2018, the payment provided herein shall be increased by the Consumer Price Index (CPI-U) from the U.S. Department of Labor, Bureau of

Labor Statistics as determined for the 12-month period running from July to July (beginning with the period from July 2016 to July 2017) as listed in the DOL tables as applicable to communities defined as Midwest Urban, size D (less than 50,000 population). Using the inflation factor for the period from July to July is necessary for the purpose of preparing the following year's budget. Any payment increase which results from the use of the CPI-U will take effect on January 1 of the following year.

Should the initial amount of \$1,000,007.00 be increased based on the above paragraph, then in future years the increase would be based on the amount paid in the prior year.

(11) The City does hereby agree to indemnify County for any and all liability, loss or damages including attorney fees which County may suffer as a result of claims, demands, costs or judgments against it arising out of the acts or omissions of City, its employees, officers, elected officials or any other persons acting on behalf of City under the terms of this Agreement. County agrees to indemnify City for any and all liability, loss or damages including attorney fees which City may suffer as a result of claims, demands, cost or judgments against it arising out of the act or omissions of County, its employees, officers, elected officials or any other persons acting on behalf of County that may have occurred prior to the date of this Agreement. City agrees to indemnify County for any and all liability, loss or damages including attorney fees which County may suffer as a result of claims, demands, cost or judgments against it arising out of the act or omissions of City, its employees, officers, elected officials or any other persons acting on behalf of City that may have occurred prior to the date of this Agreement.

(12) The parties agree that they will cooperate to prepare a plan for a quality of care review process satisfactory to both. Such plan shall include the right of the City and County to appoint one representative each to the review board. It is understood that the employee of County who is placed in charge of billing (the Billing Agent) shall be a part of the review process and shall report to the EMS director any runs which appear to exhibit quality of care issues. If in the opinion of said Billing Agent, such issues are not properly resolved, such issues shall be reported directly to the governing bodies of City and County and shall be presented in executive session to protect confidential patient data. All operational protocols and any amendments thereto must be approved by both City and County. The schedule of fees to be charged for ambulance runs shall be set by County.

(13) Except in the event of Default as hereinafter set out, this agreement will remain in effect until December 31, 2020 and will remain in effect from year to year thereafter unless sooner terminated by either party giving six (6) months written notice to the other party of its intent to terminate. In the event of termination, all county ambulances, equipment, buildings and any replacements thereof shall be returned to County and both parties shall be entitled to operate separate EMS services within their respective municipal jurisdictions. In the event that this agreement is terminated by City, as provided herein, or by reason of the default of City as provided below, during its initial 5-year term, then County shall have the option to become the sole ambulance service provider for Allen County upon the effective date of such termination and for another 5-year term.


(14) In the event that either party shall neglect or fail to perform or observe any of the covenants or agreements contained in this agreement, then in that event, said party shall be deemed in default hereunder. The non-defaulting party may issue a written Notice of Default to the defaulting party, and said defaulting party shall have the right to fully cure any such default within 30 days from the date and time that said Notice was served upon such party. If the defaulting party fails to cure within 30 days after service of the Notice then the non-defaulting party shall have the option and right to terminate this lease. Provided, however, that nothing herein shall be construed to prejudice the parties in any other right or remedy which they may have at law or in equity for the enforcement of the legal obligations of the parties under this agreement.

In witness whereof, the parties have executed this agreement the day and year first above written.

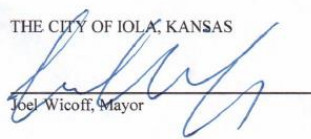
THE BOARD OF COUNTY COMMISSIONERS
OF ALLEN COUNTY, KANSAS


Jim Talkington, Chairperson


ATTEST:


Sherrie Riebel, County Clerk

THE CITY OF IOLA, KANSAS


Joel Wicoff, Mayor

ATTEST:


Roxanne Hutton, City Clerk

Chairman Talkington stated at his last Southeast Kansas Regional Planning Commission (SEKRPC) they discussed dissolving Southeast Kansas Solid Waste Operating Authority due to lack of participation and activities. Alan explained Allen County will need to keep their current committee updated. He would like to see the committee be a representative of Iola, Humboldt and Moran along with County representatives.

Chairman Talkington asked if the other two commissioners were okay with the dissolution of the Southeast Kansas Solid Waste Operating Authority commission. They stated they were. Chairman Talkington will notify SEKRPC.

Alan discussed LaHarpe Fire Department requested to get the old ambulance the City of Iola was disposing of. Marc Waggoner, LaHarpe Fire Chief wants to have a recovery vehicle for refreshments when the fireman goes out to a fire. Discussion followed. Commissioners approved.

Commissioner Williams moved to go into executive session for 5 minutes to discuss Attorney-Client Privilege. Commissioner Talkington seconded, motion passed 3-0-0. Those in the room will be Chairman Talkington, Commissioner Daniels, Commissioner Williams, Alan Weber, Allen County Counselor, and Sherrie L. Riebel, Allen County Clerk. The time is now 9:12 a.m. Commissioners reconvened at 9:17 a.m. No action was taken.

Commissioner Williams moved to go into executive session for 5 minutes to discuss Attorney-Client Privilege. Commissioner Talkington seconded, motion passed 3-0-0. Those in the room will be Chairman Talkington, Commissioner Daniels, Commissioner Williams, Alan Weber, Allen County Counselor, and Sherrie L. Riebel, Allen County Clerk. The time is now 9:18 a.m. Commissioners reconvened at 9:22 a.m. No action was taken.

Jack Franklin, citizen, joined the meeting.

Alan discussed an "Opinion to Purchase Curry Property" east of the Lola Senior Center on State Street. Discussion followed. Commissioner Williams moved to approve the purchase of the property for \$1,000. Chairman Talkington seconded, motion passed 3-0-0.

Sherrie discussed Computer Information Concepts (CIC) contract for July 1, 2017 to July 1, 2018. The contract is \$33,935.00. 2016's contract was \$40,883.00. Discussion followed on what all the contract covered. Sherrie reported Alan has reviewed the contract. Commissioner Williams moved to approve the contract with CIC, Commissioner Daniels seconded, motion passed 3-0-0.

Sherrie informed the commission she had received a Mail Ballot and Certification for the election of Kansas representative to the Governing Board of the National Association of Counties for the term of September 1, 2017 through August 31, 2019. The nominee is Richard Malm, Jefferson County Commissioner. Commissioner Daniels moved to vote for Richard Malm. Commissioner Williams seconded, motion passed 3-0-0.

Sherrie presented the State Operating Assistance of Section 5310 agreement between the State of Kansas and Allen County. This agreement is for funding for the Services to the Elderly van. Allen County will receive \$5,000.00. Commissioners reviewed. Commissioner Williams moved to approve Chairman Talkington sign the agreement. Commissioner Daniels seconded, motion passed 3-0-0.

Sherrie presented three different items from Advantage Computers. The first item is for a Small Business Pool 8 server plus backup agreement, Windows and SQL Server software for \$14,500.00. Discussion followed on other places to get bids for a county server. The second item is for Anti-Virus TrendMicro WFStd GOVT Renewal and labor for \$1,332.50. The third item is a quote for 6 AMD A10-785K 3.7Ghz Quad Core – 8GB DDR3-500GB HDD-DVD+-RW-W10Pro (Computers), 3 years parts warranty for \$735.00 each total of \$5,740.00. Bids were also presented for the same from Best Buy for \$1,129.99 (Dell) each and a bid for \$1,049.99 (HP-OMEN) each. Discussion followed. Commissioner Williams moved to approve the purchase of all three items from Advantage Computers, Commissioner Daniels seconded, motion passed 3-0-0.

Bob Johnson, Lola Register discussed building a new ambulance station around the City of Humboldt and suggested the commission purchase Scoville property and a field (David) by the sports complex. He stated it is not in the heart of town, but good to go any direction. Discussion followed. Commissioner Daniels stated he would like the City of Humboldt's input. Chairman Talkington stated he thought the City of Lola has the input due to the contract with Allen County. Larry Walden asked if there is a committee working on this project? Commissioners stated no, it is really about the City of Lola and the Cities of Humboldt and Moran.

Jack Franklin asked about the Radio Tower at the 911 building on State Street. He thought the price was absorbent; it is much more than what the original price was in 1962. Discussion followed. Alan explained a new base will need to be poured for the tower so that the old tower can remain working while the new one is constructed.

Jack expressed his concerns about the county giving money away when there is plenty of county infrastructure that needs attention, i.e. roads.

Chairman Talkington stated Mitchell Garner, Public Works Director, has a list of roads that will be taken care of in the future, whether now or in five years. Discussion followed. Jack discussed the Geneva Bridge over Martin Creek.

Commissioners approved the following documents:

- a) Clerk's Vouchers - \$130,171.57
- b) Payroll Changes
- c) Clerk's Journal Entries: 37-40
- d) Abatements: PP, Value 887, \$157.90, Year 2016

With no further business to come before the board, the meeting was adjourned until July 18, 2017 at 8:30 a.m. in the Commission room of the courthouse.

Jim Talkington, Chairperson

Thomas R. Williams, Commissioner

Sherrie L. Riebel, County Clerk

Jerry Daniels, Commissioner