

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

Commissioners approved the minutes of the regular meeting on August 22, 2017.

Bob Johnson, Iola Register, Cole Herder, City of Humboldt Administrator, Mark Peters, citizen and Bryan J. Murphy, Allen County Sheriff, were present to observe the meeting.

Ron Holman, Allen County House and Grounds Director, presented bids for concrete work at the Iola Senior Center Inc., 223 North State Street in Iola. Bids were received from Lickteig Const. Inc. for \$2,183.00 and J&J Contractors, Inc. for \$3,746.00. These bids were for tearing out 63 sq. ft. of current cement and pouring 336 sq. ft. of walkway. Discussion followed. Commissioner Williams moved to approve Lickteig Construction Inc. bid of \$2,183.00. Commissioner Daniels seconded, motion passed 3-0-0.

Cole discussed the work at the Neosho River Bridge in Humboldt. Bob Johnson asked if a couple of small charges could be set to break trees loose for each other. Discussion followed.

Chairman Talkington asked Sheriff Murphy about camera bids he had submitted a few months ago. Discussion followed.

Cole continued to discuss the brush pile at the Neosho River Bridge.

Cole asked about the Economic Development Groups. He is interested in some of the procedures. Commissioner Daniels stated the second group will have the option to see if the current applications are suitable. Cole explained the City of Humboldt uses tax credit monies than tax payer money. Commissioner Daniels stated it is a process and the County is not "giving" away monies.

Bob asked if this would have any effect on what the county provides to Thrive Economic Development. Commissioners explained they feel they have different participation. Commissioner Daniels stated Thrive Economic Development process should be attracting businesses and this committee would accept applications. Bob stated there are "X" amounts of entities that should be applying for these finances; re: Tri Valley and such. Commissioners stated yes persons such as Bowlus will be reapplying in two years. Discussion followed.

Discussion followed to G&W and the building.

Mitchell Garner, Allen County Public Works Director, reported the Neosho River Bridge work is going slow. He stated the people need to be kept back so as not to get hit with flying debris if something breaks. Discussion followed. Sheriff Murphy told Mitch to call him for crowd control. Mitch said Joe Weiner will not be back down working on it again until tomorrow. Discussion followed on what still needs to be done. Commissioner Williams stated he want Mitch to be responsible for anything done down at the Neosho

Mitch explained that Delaware Road is done but cost the county another \$10,533.90 because they had to go wider and deeper than what was originally estimated.

Mitch reported the City of Humboldt is done but there is one spot that Bettis Company will have to come back and repair since one of their trucks turned around. Cole discussed striping. Mitch stated the crusher is down again but parts are due in today. A new crusher is on Mitch's wish list.

Chairman Talkington opened the public hearing for 2018 Allen County Budget Hearing. Bob asked if the reason was the tax lid if there are reserves why the county commission wouldn't lower the budget even lower. Commissioners stated they think the auditor presented different options but they have to feel comfortable with what they set the county at. Bob stated the legislation set legislation that actually doesn't help the tax payer.

Cole support budget proposed as it will allow the crusher because they usually get rock from Allen County. Cole stated it is hard to tell what 3% increases and benefits would be.

Commissioner Williams moved to approve the 2018 budget. Commissioner Daniels seconded, motion passed 3-0-0.

Rodney Burns, Rodney M. Burns, CPA, LLC, Allen County's auditor is finishing up the 2016 audit. He stated the Land Fill Closure ratio has not been met so Alan will need to write another letter this year. Rodney reported they found no violations or any cash basis violations.

Rodney reminded the commission that since payroll is changing from bi-monthly to bi-weekly they will still be charging a portion of the 2017 wages back to 2017 once payroll is complete in the New Year.

Rodney reported the 16/20M estimate was over estimated by a decimal point but carry over will help on that estimate.

Rodney explained that KPERS state wide is underfunded by 9.2 billion underfunded and Allen County's portion of that expense. The stated sets the withholdings so there is not much that can be done to that.

Rodney presented contracts for 2017 audit and 2019 budget preparation. The 2019 budget preparation will be \$1,400 and the 2017 audit will cost \$16,800. Commissioners expressed their appreciation of all the preparation he had done for the commission. Rodney reported the auditors are audited as well to make sure they use the proper protocol. Commissioner Williams moved to approve the contracts. Commissioner Daniels seconded, discussion followed. Cole asked if there is any conflict on Burns doing both audit and budget. Rodney stated sometime the auditors that have been doing audit have found fraud because they know the process. Rodney discussed Solid waste would need to have a letter from the county counselor again this year. Chairman Talkington called for a vote. Motion passed 3-0-0.

Alan presented the Radio Tower Lease Agreement between Allen County and Heartland Rural Electric Cooperative, Inc. located at 410 N. State, Iola.

RADIO TOWER LEASE AGREEMENT

This agreement is made and entered into on the 29th day of August, 2017, by and between Allen County, Kansas herein referred to as Lessor, and Heartland Rural Electric Cooperative, Inc. herein referred to as Lessee. Lessor hereby leases to lessee the use of a portion of the new 160-foot antenna tower to be situated on lessor's property at 410 N. State in the County of Allen, State of Kansas and more particularly described as follows to-wit:

A tract of land in the Southeast Quarter of Section (27), Township (24) South, Range (18) East of the 6th P.M., Allen County, Kansas, described as follows: Commencing at the Southeast corner of the Northeast Quarter of said Southeast Quarter; thence North along the East Section line, 99.59 feet; thence West 33.00 feet to the West line of State Street in the City of Iola, said point being the true point of beginning; thence West 226.00 feet thence North 258.96 feet; thence East 226.03 feet to the west line of said State Street; thence South 256.60 feet to the POB

SECTION ONE RENTAL AND TERM OF LEASE

This lease will commence upon signing and continue in perpetuity until Lessee relinquishes its interest hereunder or the tower is no longer usable. During the term of this lease, lessee agrees to pay rent to lessor for its antenna placements in the amount of Five Hundred Dollars (\$400.00) per month in advance on or before the 5th day of each calendar month beginning on the 5th day of the first full month after the tower is complete and the antennas have been transferred to it. Payments will be made to lessor at 1 N. Washington, Iola, KS or at such other place as lessor may designate.

SECTION TWO USE OF PREMISES

The parties agree that the tower will be used by both parties with Lessee using the tower, as it has in the past, for communication and data gathering related to its business. Lessee shall be allowed to place, at Lessee's cost, two antennas on the tower-one at a height of 150 feet and the other at a height of 110 feet. Lessee shall be responsible of all of its antenna costs including cabling and labor needed to locate its antennas on Lessor's tower. Lessor currently intends to use the tower to host at least eleven antennas to be used for county-wide dispatch communication and may add additional antennas later. The parties acknowledge that the current tower has been found to be of questionable resilience and reliability by contractors who have examined it and that a new tower is needed.

SECTION THREE ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease or sublet or grant any concession or license to use the tower or any part thereof. Any assignment, subletting, concession or license without the prior written consent of lessor shall be void and shall, at Lessor's option, be grounds to terminate this lease.

SECTION FOUR
ALTERATIONS AND IMPROVEMENTS

Lessee shall not make alterations to the tower without the prior written consent of Lessor. All alterations, changes and improvements shall become the property of Lessor.

SECTION FIVE
UTILITIES

Lessor's antennas will not draw any electricity from nor be connected to the existing electric meter serving the tower. All of Lessor's power usage will be drawn from the dispatch building adjacent to the tower. The electric power meter at the tower will service Lessee's antennas. Lessee shall be responsible for arranging for and paying for all utility services for its antennas.

SECTION SIX
INSURANCE AND LIABILITY

Lessee shall have no responsibility to maintain insurance on the tower and Lessor shall have no responsibility to maintain insurance on any antennas or other equipment owned or used by Lessee. Lessee agrees to indemnify and hold Lessor harmless from any and all claims arising out of Lessee's operations at the tower. Lessor agrees to indemnify and hold Lessee harmless from any and all claims arising out of lessor's ownership or operation of the demised premises.

SECTION SEVEN
MAINTENANCE AND REPAIR

Lessor will keep and maintain the tower in good condition and repair during the term of this lease. If Lessor ceases to use the tower, Lessee may continue to use said tower under the terms of this lease but will be responsible for all maintenance and repairs.

SECTION EIGHT
RIGHT OF ENTRY

Lessor and Lessee shall have access to the tower at all reasonable times for the purpose of maintaining their equipment thereon.

SECTION NINE
NOTICES

Any notices required hereunder may be mailed by regular first-class mail or certified mail addressed to the parties as follows:

LESSOR: Allen County, Kansas, 1 North Washington, Iola, KS 66749

LESSEE: Heartland Rural Electric Cooperative, Inc.
110 N. Enterprise Drive, Girard, KS 66743

SECTION TEN
DEFAULT

If any default is made by Lessee or Lessor in the performance of or compliance with any of the terms or condition hereof, then this lease may be terminated at the option of the non-defaulting party. Upon default, the non-defaulting party shall have such remedies at law and equity as may be necessary to protect its interests hereunder. Before this lease is terminated, the defaulting party shall be given 10 days written notice of the nature of any default or breach alleged. Termination of this lease shall not occur if, within 10 days after receipt of said notice, the defaulting party has corrected the default.

SECTION ELEVEN
BINDING EFFECT

The covenants and conditions herein contained shall apply to the parties hereto and shall bind their heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this lease in Allen County, Kansas the day and year first above written.

Discussion followed. Commissioner Daniels moved to approve the Radio Tower Lease Agreement. Commissioner Williams seconded, motion passed 3-0-0.

Commissioner Williams moved to go into executive session for 5 minutes to discuss Attorney-Client Privilege for the purpose of wind farms. 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 9:24 a.m. Commissioners reconvened at 9:29 a.m. No action was taken.

Commissioner Williams moved to go into executive session for 5 minutes to discuss Attorney-Client Privilege for the purpose of wind farms. 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 9:29 a.m. Commissioners reconvened at 9:34 a.m. No action was taken.

Alan discussed the Zoning Board meeting held Thursday, August 24, 2017. Alan recommended to the commission on behalf of the Zoning board to approve the Conditional Use permit for Delbert and Rick Nelson. The requested Conditional Use Permit would permit: Construction and operation of one and possibly two additional Home Plus Adult. Care Homes as defined in K.S.A. 39-923 with a maximum occupancy limit of 12. The intent of the applicant is to add at least one and possibly two new care homes on the combined tracts.

Following is the description of the property for which the Conditional Use Permit is requested:

A tract of land located in the Northeast quarter of Section 24, Township 24 South, Range 18 East, Allen county Kansas beginning 950 feet West of the Northeast Quarter of said Section 24, thence West on the North section line 370 feet; thence South 525 feet; thence East 370 feet; thence North 525 feet to POB excluding road right-of-way.

The above tract is adjacent to and east of land for which a CUP was granted in 2014 for the same purpose and is described as: A tract of land located in the Northeast Quarter of Section 24, Township 24 South, Range 18 East, Allen County, Kansas, beginning 1320 feet West of the Northeast Corner of said Northeast Quarter, thence West 555 feet, thence South 510 feet, thence East 555 feet, thence North 510 feet to POB. Said tract having an address of 1727 Oregon Rd. Iola, KS.

Commissioner Daniels moved to approve the Conditional Use Permit for Delbert and Rick Nelson. Chairman Talkington seconded, motion passed 3-0-0.

There will not be a commission meeting on September 5, 2017.

Commissioners approved the following documents:

- a) Clerks Vouchers --\$169,931.41
- b) Payroll Changes

With no further business to come before the board, the meeting was adjourned until September 12, 2017 at 8:30 a.m. in the Commission room of the courthouse.

Jim Talkington, Chairperson

Thomas R. Williams, Commissioner

Sherrie L. Riebel, Allen County Clerk

Jerry Daniels, Commissioner