

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

Commissioners approved the minutes of the regular meeting on January 30, 2018.

Bob Johnson, Iola Register, and Bryan J. Murphy, Allen County Sheriff was present to observe the meeting.

Ron Holman, Allen County House and Grounds Director, presented a bid for the large courtroom carpet. He received only one bid from Decorator Supply, Inc. for \$12,724.20. Mike's Carpet World declined to bid. Commissioners reviewed the details. There are only two carpet places in Allen County. Commissioner Talkington moved to approve the bid from Decorator Supply. Commissioner Daniels seconded, motion passed 3-0-0.

Larry Walden joined the meeting.

Commissioners reviewed the annual contract with Advantage Computer for 2018. Commissioner Talkington moved to approve Chairman Williams sign the contract. Commissioner Daniels seconded, motion passed 3-0-0.

Alan Weber, Allen County Counselor, joined the meeting.

Mitchell Garner, Allen County Public Works Director, reported he had his crews out Sunday afternoon hitting some of the high spots of the winter weather. There were a few small drifts around the county where the wind was blowing so badly. Mitch explained how decisions were made to call crews out.

Commissioners discussed routes on the county roads and signage in preparation for KDOT shutting down parts of US Hwy #169. Hawaii Road to Minnesota Road will need new signage marked. Discussion followed. Mitch will be setting out traffic counters.

Commissioner Talkington asked about videos on the roads that are to be provided by wind farm companies. Alan explained the Wind farms people were allowed to start their project in 2017 with doing driveways and such. No heavy equipment has been brought in at this time. Alan stated legislation has hindered Wind Farm companies from starting new projects and what they would make.

Dorothy Sparks, Hope Unlimited Director, and Alan Weber, Allen County Counselor discussed service agreements. Alan presented service agreement contract:

SERVICE AGREEMENT

This agreement made as of the date and year signed below is made by and between the County of Allen, Kansas, whose address is 1 N. Washington, Iola, KS, referred to as "County" and the Hope Unlimited, Inc., whose address is 8 N. Washington, Iola, KS 66749, referred to as "Provider."

Section 1, Services. The County hereby designates the Provider to perform the following services in accordance with the terms and conditions set forth in this agreement:

Hope Unlimited, Inc. will provide Operations and Essential Services to qualified applicants under the Emergency Shelter Grant Program (ESG) as authorized from year to year by the Board of Commissioners.

Section 2, Term of Agreement. This agreement begins on the 1st day of July of each approved Grant year and will end on the 30th day of June of each year. Either party may cancel this agreement upon thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

Section 3, Amount of Agreement. The amount of the agreement is: The amount requested and approved annually for the grant period starting on July 1st of each year and ending on June 30th of each year.

Section 4, Payment to Provider. The provider will be paid pursuant to the following terms and conditions:

Payments are to be made after submittal of ESG-required Request for Reimbursement and Financial Status Report with appropriate documentation. Reimbursement cannot be delivered until all required supporting documentation is received.

Section 5, Status of Provider. The provider is a "Not for Profit Organization"

Section 6, Performance Reporting. The provider shall file performance reports as noted:

Performance Report: Quarterly, until ESG funds are expended.

Section 7, Financial Reporting. The provider shall file financial reports as noted:

Request for Reimbursement: Quarterly, until ESG funds are expended

Section 8, Nonperformance. In the event of provider non-performance or non-compliance with any section in this agreement, this agreement may be cancelled with 30 days written notice, or in lieu thereof the County may elect to reduce payments to provider.

Section 9, Compliance with applicable law. Provider shall comply with all applicable Federal, State, and Local Laws and regulations.

Section 10, County Indemnified. Provider shall indemnify and save harmless the County, its officials, agents, servants, officers, directors and employees from and against all claims, expenses, demands, judgments and causes of action for personal injury, death, and/or damage to property where and to the extent to which such claims, expenses, demands, judgments and causes of action arise from the Provider's negligent acts. Provider shall notify the County upon the receipt of any claim in excess of \$1,000.00 in connection with this contract. Provider shall file with the County, prior to any payment being made, proof of insurance as follows:

- No Proof of Insurance Required
- Commercial General Liability
- Automobile Liability
- Professional Liability-Errors and Omissions
- Workers Compensation Insurance (Statutory_
- County of Ford required as additional named insured on policy
- Other (Please specify)

Section 11, Contractual Provisions. Provider shall comply with attached Contractual Provisions as agreed on provider's behalf as an ESG Sub-grantee by action of the Board of County Commissioners on an annual basis.

Section 12, Independent Contractor. Both the County and the Provider agree that the Provider will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Provider shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Provider's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

Section 13, Attachments Incorporated. The following attachments and supplemental documents are incorporated herein and made an integral part of this agreement:

- Equal Opportunity/Affirmative Action
- Provider Proposal
- Certificate of Insurance
- W-9 Form
- Proof of Non-Profit Status
- Other, Please Specify (Contractual Provisions Attachment)

Section 14, Official contacts for the County and the Provider are:

County
Sherrie L. Riebel
County Clerk
1 N. Washington
Iola, KS 66749
620-365-1407
coclerk@allencounty.org

Provider
Dorothy Sparks
Executive Director, Hope Unlimited, Inc.
8 N. Washington
Iola, KS 66749
620-365-7566
dorothys@hu.kscoxmail.com

Section 15. Executed on the 6th day of February, 2018.

Commissioner Talkington moved to approve the contract agreement with Hope Unlimited. Commissioner Daniels seconded, motion passed 3-0-0.

Dorothy thanked the commission for allowing Allen County to continue being a pass through. Commissioners thanked her for all her work does.

Commissioner Talkington asked the Sleep Inn project has fallen through? He had heard there was a deadline. Alan stated the project has not fallen through and should take place someday but they are working on other projects at this time.

Angie Murphy, Allen County 911 Director, presented bids for a new copier. Bids were from Copy Products for \$3,000 for a Toshiba, 45 prints per minute with a 3-year warranty; Modern Copy for \$3,058 for a Kyocera, 35 prints per minutes with a 5-year warranty and Advantage Computer declined submit a bid. Angie explained she would prefer the Kyocera because that is what she currently has and is used to. Commissioner Talkington moved to approve the Kyocera copier from Modern Copier. Commissioner Daniels seconded, motion passed 3-0-0.

Angie would like to apply to serve on the board of The Association of Public-Safety Communications Officials (APCO). She discussed the benefit to Allen County and asked for the commissioner's support. Commissioners approved Angie to apply.

George Levans, citizen, explained where he lives and complained about cows that keep getting out on his property. He would like to have something done. He stated he and Mr. Remington will be having fun if the cows aren't taken care of. Sheriff Murphy stated a letter has been sent warning the owner.

Alan reported he is working on the contract for 4 H Beef Barn bid. He reported Carla is trying to find monies to paint the posts before they replace the roof. Alan explained what is planned; volunteers and financing.

Sheriff Murphy updated the commission on the proposed tower project. Sheriff Murphy stated Randy Burns is working with 1st Net broad band and checking to see if AT& T is working on the project whether they have anything to offer. Chairman Williams asked about the county reserving a portion of towers located within Allen County. Alan stated he didn't think that could be done since it would be taking property.

Sheriff Murphy reported the jail washing machine broke down. They are replacing it. Cisco told them they qualify for a free dishwasher since they have done a lot of business with them.

Alan reported they are still working on the ambulance stations projects and are looking at specs from an architect to send out to contractors. A discussion on whether the fire barn could use the same building specs. Alan discussed the fire barn being different than ambulance.

Commissioner Talkington asked about prioritizing projects; possible tower, bids for rock crusher, ambulance stations and fire barn. Discussion followed. Alan reported the volunteer fire department would not be able to get out of the current contract for another 3 years at their current place of storage. Alan stated the EMS Building and crusher are the only real thing out there at this time.

Commissioners asked about the Economic Development Incentive Board meeting last evening. Discussion followed. Alan reported no action was taken last evening.

Commissioners reviewed the annual inventory from Humboldt, Iola and Moran's EMS Stations.

Commissioners reviewed the annual 2017 reports from Humboldt Township, Iola Township, Logan Township, Salem Township and Fire District #4.

Commissioners approved the following documents:

- a) Clerks Vouchers – \$90,139.26
- b) Payroll Changes- reimbursement: for monthly phone - Ray Bonnett, for purchase for Terry Call, mileage for Sherrie L. Riebel and Cindy Scovill
- c) Payroll change – new hires Elijah Farran and Karie White
- d) Clerks Journal Entries #6
- e) Abatements: RE, Value 31,147, \$5,318.76, Year 2017

With no further business to come before the board, the meeting was adjourned until February 13, 2018 at 8:30 a.m. in the Commission room of the courthouse

Thomas R. Williams, Chairperson

Jim Talkington, Commissioner

Sherrie L. Riebel, Allen County Clerk

Jerry Daniels, Commissioner