

The Allen County Board of Commissioners met in regular session at 8:30 a.m. with Chairperson Thomas R. Williams, Commissioner Jerry Daniels, Commissioner John F. Brocker, Jill Allen, Allen County Deputy Clerk.

Robert Johnson, Iola Register, Nick Reynolds and Joseph Welch, Humboldt Union, Bryan Murphy, Allen County Sheriff, Sid Fleming, Iola City Administrator, Mike Bruner, Democratic Chairman, Michael Burnett, EMS Director, Tim Thyer, Iola Fire Chief, Alan Weber, County Counselor and Larry Walden, citizen, joined the meeting.

Larry led the flag salute.

Sid reported on ambulance run information that had been sent out to the commissioners for review. Sid said he hasn't heard any complaints about the ambulance service. He stated they have discussed how to measure the quality of service. Sid said as a representative of the City of Iola, he wants to make sure it's on the record that the City is committed to the ambulance service. Tim reported on how many paramedics they have. Commissioner Daniels asked Sid to pass on service info to Humboldt City as well. Commissioners thanked Sid, Michael and Tim for all they do for the citizens. Michael asked the commissioners about going out for bids on a new ambulance. They suggested he begin the work on that like he has done in the past.

Cole Herder, City of Humboldt Administrator, joined the meeting.

Alan reported on the Zornes property agreement:

SALE AGREEMENT – REAL ESTATE

THIS AGREEMENT is made at Iola, Kansas on the 12th day of June, 2018 by The **Board of County Commissioners of Allen County, Kansas** hereinafter called Seller and **Terry L. Zornes and Sandy Zornes** hereinafter called Purchaser.

WITNESSETH, that for and in consideration of the mutual covenants and agreements hereinafter contained and the payment of the sum of money in the manner and as herein provided, the Seller has this day sold to the Purchaser and the Purchaser has this day purchased from the Seller, all of the hereinafter described property upon and under the terms, conditions covenant and agreements hereinafter set out, to-wit:

SECTION I

DESCRIPTION OF REAL ESTATE:

The real property consists of a vacant lot located in the 500 block of North State Street in Iola, Allen County, Kansas described as follows, to-wit:

All that part of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Twenty-four (24) South, Range Eighteen (18) East of the Sixth P.M. Allen County, Kansas, described as follows: Commencing at point 567.1 feet North and 259 feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter (NE/4SE/4), thence West approximately 182 feet to the railroad right-of-way; thence South 183 feet along said railroad right-of-way; thence East approximately 182 feet; thence North 183 feet to POB.

Final legal description will be determined by survey, the cost of which will be paid by Seller. After the survey is complete, Seller will submit said survey to The City of Iola Planning department for approval of the lot split.

***The property shall be subject, however, to the easements and rights-of-way of record, and any zoning or other land use rules, regulations, ordinances or laws.***

SECTION II

CONSIDERATION:

The total consideration for the above described real estate shall be the sum of Three Thousand and no/00 Dollars (\$ 3,000.00) payable to the Seller by the Purchaser in full at closing.

SECTION III

RIGHT OF ACCESS:

The Seller owns the property to the south of the property described above which is accessed by a driveway lying along North State Street. As a part of this agreement, Seller grants to Purchaser a 20-foot wide non-exclusive right of access over and upon said driveway which driveway shall remain the property of Seller.

SECTION IV

TAXES:

The property described herein has been exempt from property taxation due to its ownership by Allen County. Taxes for the remainder of the year 2018 and all subsequent years will be paid by Purchaser.

SECTION V

POSSESSION:

Purchaser shall have possession of the above described property on the date of closing as hereinafter provided.

SECTION VI

TITLE INSURANCE:

Seller agrees to furnish free of cost a title insurance commitment to Purchaser in the amount of the purchase price. Purchaser shall have fifteen days after receipt of the title insurance commitment to review it and to notify Seller of any objections in writing. Seller will then have a reasonable time within which to satisfy any valid objections. In the event that Seller is unable to furnish merchantable title as above provided, then Purchaser shall have the option of accepting title as is or declaring this contract null and void. If Purchaser accepts title as being merchantable, then he shall so notify Seller and the matter may proceed to closing within thirty days providing the survey is complete and the lot split is approved by the City of Iola.

SECTION VII

CONDITION OF PREMISES:

The property described herein is sold to Purchaser "as is". Purchaser stipulates that Purchase has examined the property. Seller makes no warranties as to the current condition of the lot or the suitability of the property for purchasers' proposed use.

SECTION VIII

ECONOMIC DEVELOPMENT

The parties agree that this property is being sold to Purchasers for the construction of a warehouse by purchasers. Purchasers agree to commence construction within 60 days after the sale is complete and shall complete construction within 180 days thereafter.

SECTION IX

DEFAULT:

Time shall be of the essence of this contract. On the failure or refusal of Purchaser to comply with any term or provision hereof, Purchaser shall, at the option of Seller, be deemed in material breach of this contract. In such event, on 10 days' notice and demand to Purchaser and Purchaser's continued failure to perform during such period, Seller may deem this contract void.

**SECTION X**

**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.***

Commissioner Daniels moved to approve Chairman Williams to sign the Zornes property agreement, Commissioner Brocker seconded, motion passed 3-0-0.

Alan discussed the Humboldt bridge. It was stated that Mitch is waiting on feedback from engineers inspecting the bridge. Cole said he's hoping to get many more years of use out of it, but it is due for repair. Alan said the application is due August 3 to get grant assistance on the bridge.

Colleen Riebel, Craig Mentzer, Dewayne Jarred, Dale Hartman, David Colgin, Donna Beebe and Gerald Gray with Allen County Conservation District came into the meeting to present the 2019 budget request.

Larry asked if commissioners will adopt a resolution to change the size of the commission. Commissioner Brocker said the people should make this decision, not the commission. Commissioner Daniels stated this has been covered. He has not changed his mind on democracy. Commissioner Williams asked Alan how to make it official they are not passing a resolution. Alan explained the process and told Larry he is free to start gathering signatures on his petition. Larry stated he is absolutely going to start working on his petition.

Commissioners asked Alan about location for ambulance station. Commissioner Williams said the land to purchase is an issue. Cole has another location in mind as well. He was wanting to make sure the design of the plan would work for the location. Alan said it was earlier voted to build in Humboldt and Moran. Discussion followed.

Shannon Patterson, administrative assistant, joined the meeting.

Cynthia Jacobson, Allen Community College Vice President of Student Affairs came in to talk about security cameras. Last year they upgraded their system and linked with the Allen County Communications Center. Cynthia presented a bid for cameras for the new addition to the student center. The total of the bid was \$26,000; Allen County will cover \$20,000 and the college will cover difference. Commissioner Williams had a question on their bid process, did they only receive one? The college has worked with this company for several years and they collect the bids from several companies. Discussion followed. Commissioner Williams made a motion to pay \$20,000 towards the cost of the cameras, Commissioner Brocker seconded, motion passed 3-0-0.

Commissioner Daniels discussed an email request from USD 257 for security. Their request was for cameras for all of the schools, totaling \$25,707. Commissioners are asking for more clarification from USD 257 on their bid process. Discussion followed.

Cole Herder, City of Humboldt Administrator came in to discuss the Humboldt Utility Extension Project. He received a letter from the United States Department of Commerce, Economic Development Administration declining the grant application. The city is now looking at plan b, but the city does not have enough employees for this kind of labor. Discussion followed. The past decision was based on "match" funding. Would the Commissioners be willing to stay in the project with their previous contribution amount when the match is not there? Cole is working on trying to decrease cost of the plan b. Discussion followed. The Commissioners would like to see updated figures before a decision is made, but all were in support of the project.

Commissioners approved the following documents:

- a) Clerk's Vouchers – \$35,723.43
- b) Payroll Changes- mileage reimb for Cindy Scovill, meal reimb for Roy Harmon

With no further business to come before the board, the meeting was adjourned until June 19, 2018 at 8:30 a.m. in the Commission room of the courthouse.

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Thomas R. Williams, Chairperson

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John F. Bocker, Commissioner

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Jill Allen, Deputy County Clerk

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Jerry Daniels, Commissioner