I. PROCLAMATIONS/PRESENTATIONS

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Acknowledge receipt of the October 6, 2015 SCHA CHC Board agenda and minutes of the September 1, 2015 meeting—Health Agency.

2. Consider approval of Resolution No. 2015-80 updating the amounts for the change and petty cash drawers in multiple locations throughout county facilities—Commissioner Cook.

3. Consider authorization and execution of Contract C380-2015 with Biddle Consulting Group, Inc for the annual maintenance of the CritCall Elite system at a cost of $1,049.00—Sheriff’s Office.

4. Consider approval of request to use courtrooms in the Courthouse for National Adoption Day on November 21, 2015 from 8:00 am to 12:00 pm.

5. Consider approval of request to pay invoices from the Diversion Fund account in a total amount of $698.77—District Attorney.

6. Consider authorization and execution of Contract C381-2015 with BMI Micro for annual maintenance for the software emulator for the court to connect to the county’s law enforcement agencies at a cost of $378.00—District Court.

7. Consider authorization and execution of Contract C382-2015 with Holland House for continued maintenance and support for the print server at a cost of $2,796.50—District Court.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

1. Consider all voucher payments.

2. Consider correction orders.

B. BOND COUNSEL—Robert Perry

1. Consider approval of Resolution No. 2015-81 authorizing the sale, issuance and delivery of $4,860,000.00 principal amount of general obligation refunding and improvement bonds, series 2015C and taxable series 2015D and authorizing certain other documents and actions in connection therewith—Commissioner Cook.

C. SHERIFF’S OFFICE—Sheriff Jones

1. Consider authorization and execution of Contract C383-2015 with Mercury Wireless to lease space on the emergency communications tower located north of Rossville with a revenue of $4,200.00 per year to be credited to the 911 PSAP fund.

D. PLANNING—Barry Beagle

1. Consider approval of Resolution No. 2015-82 authorizing a Conditional Use Permit for property located at 220 and 334 NW 62nd Street in Soldier Township for construction of a township road maintenance facility.
2. Consider approval of a five year recertification in the Community Rating System relating to the National Flood Insurance Program compliant floodplain management regulations.

E. ELECTIONS—Andrew Howell

1. Consider approval of request to destroy the 2012 Primary and General ballots; the 2014 USD 501 mail ballots; the 2015 City Primary and General ballots; the 2015 USD 437 and 501 mail ballots; and the designation of Election Office staff to be present during the destruction.

F. PARKS AND RECREATION—John Knight

1. Consider authorization and execution of Contract C384-2015 with Terracon to perform geotechnical services for the Lake Shawnee spillway improvement project at a cost of $2,900.00 from Certificates of Participation.

G. COMMISSION

1. Consider signing the Heartland Works, Inc. participation form agreeing to continue Shawnee County’s participation on the Kansas Workforce Development Local Area II CEO Board and designating Commissioner Archer to serve as Shawnee County’s representative.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS
SCHA CHC BOARD AGENDA  
SCHA Auditorium  
Tuesday, October 6, 2015  
11:30—Lunch Available  
12:00pm—Meeting

1. Call to Order
2. Approval of September 1, 2015, Board Minutes 
3. SCHA Board Committees  
   a. QA Committee  
   b. Executive Committee  
   c. Finance Committee 
4. CHC Executive Director’s Report 
5. Medical Director’s Report
6. Health Access Report – Karla Hedquist 
7. New and/or Miscellaneous Business  
   a. Change In Scope  
   b. Executive Director’s Evaluation 
8. Adjourn

Next SCHA CHC Board Meeting  
Tuesday, November 3, 2015  
SCHA Auditorium  
12:00pm
SCHA CHC BOARD MEETING
SCHA Auditorium
September 1, 2015 12:00 PM

MEMBERS PRESENT: Tanya Tostado, CHC Board Chair, Michelle Sweeney, CHC Board Vice-Chair, Kim Hodgson, CHC Board Secretary, Jim Kinderknecht, Wanetta Bean, Rick Woods, Walter Stevenson, Sherry Obrosky, Dr. VanSickle, Karla Hedquist, and Chris Hartman

MEMBERS ABSENT: Commissioner Robert Archer

GUESTS: Barbara Lerma, LOWV

STAFF PRESENT: Alice Weingartner, CHC Executive Director, Dr. Laurel Vogt, Medical Director, Nancy Mitchell, Accountant II, and Elly Shughart, Office Assistant III

CALL TO ORDER
Community Health Center (CHC) Board Chair called the meeting to order at 12:16pm. A quorum was present. Due notice had been mailed.

APPROVAL OF MEETING MINUTES
The minutes of the August 4, 2015, CHC Board meeting were approved as presented.

GOVERNANCE COMMITTEE
The committee completed annual review of policy 08.35 CHC Hours of Clinic Operation. There were no proposed changes.

Wanetta Bean made a motion to approve policy 08.35 CHC Hours of Clinic Operation. No discussion took place. Motion carried.

The committee also reviewed the strategic plan that was submitted with the county budget. The objectives from the previous strategic plan carried over from the previous year. There were no significant changes made to the strategic plan due to the upcoming transition.

QUALITY ASSURANCE (QA) COMMITTEE
The committee reviewed the 2nd quarter report card and 2nd quarter incident reports. The report card is looked at in relation to how the measures look this quarter, how they

Leading the way to a healthier Shawnee County.
looked last year at this time, and the target. The measures will continue to be monitored throughout the year.

EXECUTIVE COMMITTEE
The committee was notified the Board of County Commissioners (BCC) approved the Successor in Interest (SII) agreement. The SII was sent to GraceMed's Board for approval. Upon approval, they will send it back to the Executive Director. She will add a progress report. Once finalized, the agreement and supporting documents will be sent to the Health resources and Services Administration (HRSA) for approval.

The committee discussed Dave Sanford, Chief Executive Officer (CEO), of GraceMed, Inc. attending a meet and greet with CHC staff. He educated CHC staff about GraceMed and answered questions. It is anticipated job postings with GraceMed will be posted around September 1, 2015. CHC staff will be eligible to apply for positions and have a confirmation meeting with GraceMed. Some Board members were concerned about the application process and confirmation meeting. The Medical Director explained GraceMed is using the application process as means of developing employee files and the confirmation meeting is to make sure employee will be a good fit for GraceMed and to answer any additional questions the employee may have.

FINANCE COMMITTEE
The Chair reported in July, total revenue earned year to date (YTD) at $3,224,863. Total visits for the CHC are at about 42% of the visits used to create the 2015 budget with a goal of 58% by the end of July. The CHC is behind budget due to lower than budgeted visits. July YTD expenditures are $2,906,489. The June YTD net income is $318,374. In January, the payroll was reduced by $239,211 that was worked in the previous year but paid for in the current year. That amount will be subtracted by approximately the same amount in December because the payroll expense will be increased and the net income will be reduced. The CHC expects to receive $3,251 for the Early Detection Works (EDW) program. It is estimated the CHC may need $61,000 of the $320,175 set aside in initiative funds to cover 2015 expenses due to having three pay periods in July. This brings the estimated total yearend income to approximately $783. The total cost per patient is at $686.07. This will gradually go up throughout the year to approximately $800 per patient. The Accounts Receivable (AR) Trend Summary Report reflects an ending AR balance of $232,874 which is a net AR decrease of $11,532.

The committee reviewed policy 06.20 CHC Fee Schedule. There were no proposed changes.

Wanetta Bean made a motion to approve policy 06.20 CHC Fee Schedule. No discussion took place. Motion carried.
CHC EXECUTIVE DIRECTOR'S REPORT

- The Executive Director announced that she spoke to Mr. Sanford today and the positions will not be posted until after the Labor Day holiday but the exact date is unknown. He intends to provide communication to CHC staff to notify them of what is going on. The SII agreement did not get approved at GraceMed’s Board meeting on August 26, 2015. The GraceMed Board is requesting more information from Mr. Sanford before approving the agreement. The Executive Director will keep Board members updated regarding this. The Topeka Workforce Center gave a presentation on improving resumes to staff this week and they are coming again next week for an interview skills presentation. It is anticipated services located at the 10th street clinic will move to the Main Office by the end of December 2015. The 10th street clinic may be closed for a few days while services are being relocated.

- The CHC’s tax allocation was reduced by $241,000 for 2016. The tax allocation for 2016 will be $2 million and serve as the starting point tax allocation for GraceMed.

- The 2015 CHC Week took place. Some activities that took place were meeting with the Topeka Capital Journal Editorial Board, social media promotion of providers, CHC informational table at the Topeka Metro, and a health fair with Marian Clinic. Three Board members participated at the Topeka Metro information table.

- Anticipate announcement in September regarding the expanded medical services grant funding. It is also hoped that GraceMed will be notified regarding the Health Infrastructure Improvement Program (HIIP) grant funding sometime in September as well.

- The CHC was awarded funding from HRSA for the second year in a row for meeting and exceeding quality improvement (QI) measures for federally qualified health centers (FQHCs). The award received is in the amount of $49,517 which is approximately $10,000 more than last year. The main part of the funding from last year was used to provide a QI workshop on August 26, 2015, for staff. The workshop was very well received by staff and the focus was making subtle, doable changes that will assist in improving the patient experience. As a result of the workshop, one provider will be starting a 15 minute schedule block and it is anticipated other providers will gradually switch to this method of scheduling. The schedule consists of regular appointments, 30 minute regular appointments, and same day appointments. There is at least one 15 minute block per hour for administration time for the provider or if the provider needs to bring a patient in on short notice. In the first morning slot and the first afternoon slot of each day, there is a 15 minute block to huddle with team members.
• The Executive Director's membership on the Kansas Association for the Medically Underserved (KAMU) Board ends in Septembers. She has been asked to serve on the Legislative Committee.
• The Executive Director will be presenting an overview of the safety net activities to HealthAccess (HA) and the Topeka Community Foundation in September.

MEDICAL DIRECTOR'S REPORT
The Medical Director reported that clinic still feels very busy even though visits are down. The no show rate continues to be lower than it was prior to starting new patient orientation so the Medical Director believes that is why it has decreased. However, at the QI workshop last week, it was suggested that new patient orientation may be creating a barrier for patients. The Medical Director would like to discuss the effectiveness of new patient orientation in the future.

The QI Committee developed a plan for walk-in clinic hours but GraceMed advised not to make any changes at this time. This will be discussed again after the transition. The Medical Director believes on the 15 appointment slot schedule, there may be an opportunity to see walk-ins if they fill the same day appointment slots. This will not be advertised at this time.

The providers will be implementing International Classification of Disease-10 (ICD-10) on September 9, 2015. Insurance companies will no longer accept ICD-9 codes as of October 1, 2015.

There is a community coalition forming to assist in improving colorectal cancer screening rates in Shawnee County. There are several community partners involved in the coalition. The Medical Director is going to be attending these meetings.

HA REPORT
HA received funding from the city and county for prescriptions as requested for 2016. Of the 1,881 patients enrolled in HA, 1,277 are the CHC's patients. That is approximately 60% of patients enrolled in HA.

Marian Dental Clinic is not currently open but HA has a private physician who agreed to take the emergency dental referrals for patients with HA.

NEW/MISCELLANEOUS BUSINESS
Michelle Sweeney made a motion to go into Executive Session for the purpose of non-elected personnel not to exceed eight minutes. Wanetta Bean seconded the motion. Motion carried.

EXECUTIVE SESSION
(1:07pm)

(1:15pm)
Dr. VanSickle made a motion to extend Executive Session for two minutes. Chris Hartman seconded the motion. Motion carried.

RETURN FROM EXECUTIVE SESSION
(1:17pm)

The CHC Board created a letter to show their support and trust in the leadership of the Executive Director and to ask that GraceMed strongly considers retaining the Executive Director and her leadership team.

Kim Hodgson made a motion to add the letter from the CHC Board regarding the CHC Executive Director to the agenda. Chris Hartman seconded the motion. Motion carried.

There were some final revisions made to the draft letter during Executive Session. A copy of the finalized letter will be included in the next CHC Board packet.

Dr. VanSickle made a motion to approve the CHC Board’s letter of support with revisions. Chris Hartman seconded the motion. Motion carried.

ADJOURN
The meeting was adjourned at 1:23pm.

Minutes taken by Elly Shughart

Reviewed by:

____________________________
CHC Board Chair

____________________________
CHC Executive Director
MEMORANDUM

To: Board of County Commissioners
From: Lorna McPhail, Deputy Financial Administrator
Date: 9/30/15
RE: Updating Petty Cash and Cash Drawer Resolutions

Several changes have been requested by Parks and Recreation at multiple locations on their cash drawers and petty cash. These requests have been approved by the BCC, however not all of the resolutions have been updated with the current locations and amounts for each. Audit Finance agrees with the updated amounts on the resolutions being presented today.

Parks has also requested one additional change drawer to be added for the Hillcrest Administrative office in the amount of $200.00. This amount is in line with our other County administrative offices.

I am asking for both the change drawer and petty cash resolutions to be approved with all of these changes.
RESOLUTION NO. 2015-80
Sponsored By Commissioner Cook

WHEREAS, K.S.A. 19-264 authorizes Shawnee County to establish petty cash funds in an amount not exceeding Two Hundred and No/100 Dollars at any one time; and

WHEREAS, K.S.A. 19-264 requires written instructions specifying the purposes and conditions for which the petty cash funds can be used;

NOW, THEREFORE, BE IT RESOLVED by The Board of County Commissioners of the County of Shawnee, Kansas, meeting in regular session on this ______ day of ________, 2015, as follows:

1. The following petty cash funds are hereby established:

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<tr>
<th>Department</th>
<th>Petty Cash</th>
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</thead>
<tbody>
<tr>
<td>County Clerk</td>
<td>$100.00</td>
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<tr>
<td>County Counselor</td>
<td>$25.00</td>
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<tr>
<td>Department of Corrections</td>
<td>$100.00</td>
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<tr>
<td>Election Commissioner</td>
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<tr>
<td>Health Agency LHD</td>
<td></td>
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<tr>
<td>Memorial Fund</td>
<td>$50.00</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td></td>
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<tr>
<td>Administrative Office</td>
<td>$100.00</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>$200.00</td>
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<tr>
<td>Sheriff</td>
<td>$50.00</td>
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<tr>
<td>Treasurer</td>
<td>$50.00</td>
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<tr>
<td>TOTAL</td>
<td>$775.00</td>
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</tbody>
</table>

2. With the exception of the Health Agency LHD Memorial Fund, expenditures from the above petty cash funds shall only be for administrative office expenses, and no expenditure shall be for more than Twenty-five and No/100 Dollars ($25.00).

3. The Health Agency LHD Memorial Fund may only be used in accordance with SCHA Operating Procedure 5.10.

4. No petty cash fund may be used to pay regular employees or current accounts which are payable monthly.

5. After each expenditure, the custodian of the fund shall submit a bill, receipt, and accompanying written request to the Shawnee County Clerk for reimbursement of the petty cash fund.
6. No less than five (5) days after the end of each month, the custodian of each fund shall submit an itemized and detailed reconciliation and statement of payments made out of each petty cash fund. The reconciliation shall set forth the total amount of existing cash funds in each petty cash fund, and a listing of any unreimbursed expenditures previously submitted to the Shawnee County Clerk.

7. This resolution sets forth all authorized petty cash funds under the supervision and control of the Board. Resolution No. 2013-132 and any previously authorized petty cash fund resolutions in conflict herewith or not contained herein are rescinded. Additional petty cash funds may be authorized, and such petty cash funds shall be subject to the rules set forth in this resolution.

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Michele A. Buhler, Vice-Chair

Robert E. Archer, Member

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE 9-19-15 BY
RESOLUTION NO. 2015-_____
Sponsored By Commissioner Cook

WHEREAS, various Shawnee County departments require change drawer funds for their normal operations; and

WHEREAS, the Board of County Commissioners wishes to establish such change drawer funds;

NOW, THEREFORE, BE IT RESOLVED by The Board of County Commissioners of the County of Shawnee, Kansas, meeting in regular session on this _______ day of _________, 2015, as follows:

1. The following change drawer funds are hereby established:

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<td>Appraiser</td>
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<td>County Clerk</td>
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<tr>
<td>Fish &amp; Game</td>
<td>$ 50.00</td>
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<tr>
<td>District Court Clerk</td>
<td>$ 300.00</td>
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<tr>
<td>Health Agency CHC</td>
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<tr>
<td>Business Office (CHC)</td>
<td>$ 200.00</td>
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<tr>
<td>Main Clinic Super Desk 1</td>
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<tr>
<td>Main Clinic Super Desk 2</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Reception Desk</td>
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<td>2115 SW 10th Avenue Desk 1</td>
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<tr>
<td>2115 SW 10th Avenue Desk 2</td>
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<tr>
<td>California Clinic Desk 1</td>
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<td>$ 150.00</td>
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<tr>
<td>California Clinic Desk 3</td>
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<td>Health Agency LHD</td>
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<tr>
<td>Immunizations Clinic Fund 1</td>
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<tr>
<td>Immunizations Clinic Fund 2</td>
<td>$ 75.00</td>
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<td>Central Park Desk 1</td>
<td>$ 75.00</td>
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<tr>
<td>Central Park Desk 2</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>Community Clinic</td>
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<tr>
<td>LHD Business Office</td>
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<tr>
<td>Household Hazardous Waste</td>
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<td>Parks &amp; Recreation</td>
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<td>Administrative Office</td>
<td>$ 200.00</td>
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<tr>
<td>Hillcrest Administration Office</td>
<td>$ 200.00</td>
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<tr>
<td>Central Park Community Center</td>
<td>$ 50.00</td>
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<td>Crestview Community Center</td>
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<td>Garfield Community Center</td>
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<td>Hillcrest Community Center</td>
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<tr>
<td>Rice Community Center</td>
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<td>Shawnee North Community Center</td>
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<td>Service/Location</td>
<td>Cost</td>
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<tr>
<td>Velma K. Paris Community Center</td>
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<td>Adaptive Recreation</td>
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<td>Special Event Fund</td>
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<td>Admissions</td>
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<td>Concessions</td>
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<td>Lake Shawnee Campground</td>
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<td>Dornwood</td>
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<tr>
<td>Concessions</td>
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<td>Felker Park</td>
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<tr>
<td>Ruger Park</td>
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<td>Blaisdell Pool</td>
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<tr>
<td>Admissions</td>
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<tr>
<td>Garfield Pool</td>
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<td>Concessions</td>
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<td>Admissions</td>
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Hillcrest Pool
Admissions $200.00
Concessions $100.00
Oakland Pool
Admissions $100.00
Concessions $50.00
Old Prairie Town
Drugstore $200.00
General Store $200.00
Register of Deeds $100.00
Treasurer $6,500.00
Weed Department $100.00
TOTAL $19,405.00

2. The change drawer funds shall only be used to make change for customers or clients. Any purchases or expenditures shall be made from petty cash funds, not these change drawer funds.

3. The cash in the change drawers may be exchanged to replenish the smaller denominations used to make change.

4. The Treasurer's office may allocate the balance of its change drawer between its courthouse office and its annex location, but must notify the Audit/Finance Department of the balance in each location.

5. Every change fund shall be subject to random audits by the Shawnee County Audit/Finance Department.

5. This resolution sets forth all authorized change drawer funds under the supervision and control of the Board. Additional cash drawer funds may be authorized, and such cash drawer funds shall be subject to the rules set forth in this resolution.

6. Resolution No. 2013-133 and any previously authorized change drawer resolution in conflict herewith or not contained herein are hereby rescinded.
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Michele A. Buhler, Vice-Chair

Robert E. Archer, Member

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE 9-1-17 BY.
MEMORANDUM

September 28, 2015

TO: Board of County Commissioners
FR: Herman T. Jones
RE: Maintenance Agreement

We are renewing our annual maintenance agreement for the CritiCall Elite system from Biddle Consulting Group, Inc. The amount of the agreement is $1,049.00 and will be paid from budget funds.

Please place this on the Monday, October 5, 2015 consent agenda.

Sincerely,

Herman T. Jones
Shawnee County Sheriff
Biddle Consulting Group, Inc.
193 Blue Ravine Rd., Suite 270
Folsom, CA 95630

SHAWNEE COUNTY
CONTRACT #011-2015

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<td>49145</td>
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BILL TO
Shawnee County Emergency Co.
Debbi Childers
320 S. Kansas Ave.
Topeka, KS 66603

SHIP TO

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<tr>
<td>1</td>
<td>CCM-REN</td>
<td>CritiCall Elite maintenance renewal includes unlimited toll-free phone support, user's group web site and free, automatic software upgrades for one year. Expiration: December 14, 2016</td>
<td>1,049.00</td>
<td>1,049.00</td>
</tr>
</tbody>
</table>

No Sales Tax - Service
0.00% 0.00

TAX ID# - 68-0465690. 1.5% per month finance charge will be added to any past due balance.

Total $1,049.00

Payments/Credits $0.00

Balance Due $1,049.00

Please make checks payable to Biddle Consulting Group.
We accept credit cards - Visa, MasterCard, American Express and Discover
RETURN POLICY: All returns require a RMA number from Biddle Consulting Group, Inc. A 20% restock fee will be assessed on all returns received after the due date.
We spoke last week about having the courthouse open for National Adoption Day on Saturday November 21 from maybe 8 am until 11 or 12. The courtrooms we will be using are the 2 downstairs, Div. 4 and Div. 12. As of right now we tentatively have Judge Yeoman and Judge Ebberts presiding over the adoptions. Please let me know if you need any further information.

Thanks

Nicki Unfred
MEMORANDUM

TO: Board of County Commissioners

FROM: Chadwick J. Taylor, District Attorney

DATE: September 30, 2015

RE: Request for Diversion Fund Payments

The District Attorney's Office wishes to pay the following invoices from their Diversion Fund account:

1) Clayton Paper for copier paper
   a) Invoice No. 85482 dated September 22, 2015 in the amount of $185.40

2) Davison, Sarah for transcript fees
   a) Invoice No. 15013 dated September 22, 2015 in the amount of $58.00

3) Independent Stationers for office supplies
   a) Invoice No. 559434 dated September 22, 2015 in the amount of $177.66

4) LindySpring Systems for monthly water service
   a) Invoice No. 969732 dated August 25, 2015 in the amount of $58.00
   b) Invoice No. 932350 dated September 10, 2015 in the amount of $46.40
   c) Invoice No. 978806 dated September 20, 2015 in the amount of $2.35
   d) Invoice No. 980805 dated September 20, 2015 in the amount of $10.00
   e) Invoice No. 980806 dated September 20, 2015 in the amount of $10.00

5) Marketing Promotions, Inc. for printed business cards
   a) Invoice No. 3952 dated September 22, 2015 in the amount of $63.00

6) Office Depot for office supplies
   a) Invoice No. 796025967001 dated September 23, 2015 in the amount of $35.96

7) Sheeley-Seel, Dorothy for transcript fees
   a) Invoice dated September 22, 2015 in the amount of $52.00

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of $698.77, to be paid from the Diversion Fund account.
<table>
<thead>
<tr>
<th>GN</th>
<th>QNTY</th>
<th>QNTY SHIP</th>
<th>QNTY B/O</th>
<th>PRODUCT NUMBER</th>
<th>DESCRIPTION</th>
<th>UOM</th>
<th>NET PRICE</th>
<th>EXTENSION</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>GP999705</td>
<td>SPECTRUM MULTI-USE COPY PAPER</td>
<td>Cs</td>
<td>30.90</td>
<td>$123.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8.5X11-20# 92 BRIGHT 10/500</td>
<td>PER CASE</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>GP999705</td>
<td>SPECTRUM MULTI-USE COPY PAPER</td>
<td>Cs</td>
<td>30.90</td>
<td>$91.80</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8.5X11-20# 92 BRIGHT 10/500</td>
<td>PER CASE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature Proof of Delivery:**
09/21/15 13:23

**Terms & Conditions:**
All claims must be made within 5 days. Amounts over 60 days past due are subject to 1.5% monthly service charge. If account is placed with collection, buyer is responsible for all fees.

**UPCOMING CLOSINGS:**
- Nov 26th & 27th - Thanksgiving
- Nov 30th - Dec 2nd - Physical Inventory

**Customer Copy**
Pay by 10/21/2015

**Itemized Bill of Lading**
- Merchant: 185.40
- Freight: 0.00
- Misc Charges: 0.00
- Sub Total: 185.40
- Taxable: 0.00
- Tax (TSE): 0.00
- TOTAL: $185.40
We spoke last week about having the courthouse open for National Adoption Day on Saturday November 21 from maybe 8 am until 11 or 12. The courtrooms we will be using are the 2 downstairs, Div. 4 and Div. 12. As of right now we tentatively have Judge Yeoman and Judge Ebberts presiding over the adoptions. Please let me know if you need any further information.

Thanks

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The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of $698.77, to be paid from the Diversion Fund account.
### Invoice Details

**Shipped To:**
- **District Attorney's Office**
  - 200 SE 7TH
  - TOPEKA KS 66603

**Sold To:**
- **Shawnee County**
  - 200 SE 7TH STREET
  - PURCHASING B-27
  - TOPEKA KS 66603

**Invoice Information:**
- **Invoice #:** 085482
- **Invoice Date:** 09/22/2015
- **Ship Date:** 09/21/15
- **Ship Via:** Prepaid Net 30 Days

**Itemized Invoice:***

<table>
<thead>
<tr>
<th>QTY</th>
<th>ORDER</th>
<th>QTY SHIP</th>
<th>PRODUCT</th>
<th>UOM</th>
<th>NET PRICE</th>
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<tr>
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<td>4</td>
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<td>2</td>
<td>2</td>
<td>GP999705</td>
<td>Cs</td>
<td>30.90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>SPECTRUM MULTI-USE COPY PAPER, 8.5X11-24# 92 BRIGHT 10/500 PER CASE</td>
<td></td>
</tr>
</tbody>
</table>

---

**UPCOMING CLOSINGS:**
- NOV 26TH & 27TH-THE DAY BEFORE THANKSGIVING
- NOV 30TH-DEC 2ND-PHYSICAL INVENTORY

**Terms & Conditions:**
All claims must be made within 5 days. Amounts over 60 days past due are subject to 1.5% monthly service charge. If account is placed with collection, buyer is responsible for all fees.

**Total:** $185.40

### Additional Information

- **Customer Copy**
- **Pay By:** 10/21/15
- **Writer:** AO
- **Signature Proof of Delivery:** 09/21/15 13:23
**Bill To:**
Shawnee County  
200 SE 7th St  
TOPEKA, KS 66603

**Ship To:**
District Attorney  
200 SE 7th Room 214  
TOPEKA, KS 66603

<table>
<thead>
<tr>
<th>Customer PO #:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Number</td>
<td>Description</td>
</tr>
<tr>
<td>101243</td>
<td>WATER, SPRING,.5 LTR</td>
</tr>
<tr>
<td>1638014</td>
<td>DISC, DVD-R,100 PK SPNL</td>
</tr>
<tr>
<td>370100G05</td>
<td>BOOK,APPT, WK/MNH, RYC, BK</td>
</tr>
<tr>
<td>39913</td>
<td>PEN, GEL, CLR BARL,0.7MM, BE</td>
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<tr>
<td>39510</td>
<td>PEN, GEL, R-BALL, MED, BK</td>
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<tr>
<td>EP7121</td>
<td>SPOON, TEA, PLS, MDWT, 1MCT</td>
</tr>
<tr>
<td>28068</td>
<td>NOTE, 3X3 RYC, 18/PK, YW</td>
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<tr>
<td>28062</td>
<td>NOTE, 1.5X2 RYC, 12/PK, YW</td>
</tr>
<tr>
<td>10630</td>
<td>PAD, LGL RULED, PERF, LTR, CA</td>
</tr>
<tr>
<td>99004</td>
<td>FLAG, 47&quot;X1.77&quot;PAGE, 140AST</td>
</tr>
<tr>
<td>81700</td>
<td>WIPES, DISINFECTING, WH</td>
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</tbody>
</table>

**Sub-Total:** $177.66  
**Freight:** $0.00  
**Sales Tax:** $0.00  
**Total:** $177.66  
**Deposit:** $0.00  
**Amount Due:** $177.66

---

*Thank you for your Business!*  
*If you are paying by credit card, then no balance is due at this time. Thank you.*
**LINDYSPRING BOTTLED WATER**
115 NW VAN BUREN ST
TOPEKA KS 66603-3315
(785) 234.5551 (785) 234.3478 Fax
(866) 234.7659
lindyspring@lindyspring.com

**ADDRESS SERVICE REQUESTED**

---

**MONTHLY STATEMENT**

If paying by Credit Card, please complete this section

<table>
<thead>
<tr>
<th>CARD NUMBER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CREDIT CARD SIGNATURE

MACE CHECKS PAYABLE TO:
LINDYSPRING BOTTLED WATER
TERMS: Payment Due Upon Receipt

---

**DISTRICT ATTNY OFFICE**
200 SE 7TH ST STE 214
TOPEKA KS 66603-3933

---

**INVOICE TOTAL**

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE NO</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>LINE TOTAL</th>
<th>BALANCE</th>
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<td>09/20/2015</td>
<td>969732</td>
<td>Balance Forward</td>
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<td>09/20/2015</td>
<td>969732</td>
<td>5 Gal Lindyspring (Delv)</td>
<td>10.00</td>
<td>58.00</td>
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<tr>
<td>09/20/2015</td>
<td>969732</td>
<td>INVOICE TOTAL</td>
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<tr>
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<td>5 Gal Lindyspring (Delv)</td>
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<td>09/20/2015</td>
<td>978806</td>
<td>Late Fees</td>
<td>1.00</td>
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<td>09/20/2015</td>
<td>978806</td>
<td>INVOICE TOTAL</td>
<td></td>
<td></td>
<td>2.35</td>
</tr>
<tr>
<td>09/20/2015</td>
<td>980805</td>
<td>Hot/Cold Rental</td>
<td>1.00</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>09/20/2015</td>
<td>980805</td>
<td>INVOICE TOTAL</td>
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<td>980806</td>
<td>Hot/Cold Rental</td>
<td>1.00</td>
<td>10.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

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**THIRTY DAYS OVERDUE**

<table>
<thead>
<tr>
<th>CURRENT</th>
<th>OVER 30</th>
<th>OVER 60</th>
<th>OVER 90</th>
<th>STATEMENT DATE</th>
<th>CUSTOMER NO</th>
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<tbody>
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<td>0.00</td>
<td>0.00</td>
<td>09/20/2015</td>
<td></td>
<td>256.95</td>
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---

**Next Delivery: 09/24/2015**

Go paperless! We now offer eStatements and automatic bill pay. Please call the office for more information.
Marketing Promotions, Inc.
3532 se 2nd street
Topeka, KS 66607

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Terms</th>
<th>Rep</th>
<th>Ship</th>
<th>Via</th>
<th>F.O.B.</th>
<th>Project</th>
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<tbody>
<tr>
<td>3939B</td>
<td>Net 15</td>
<td>Phil</td>
<td>9/22/2015</td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Code</th>
<th>Description</th>
<th>Price Each</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2</td>
<td>BUSINESS CARDS</td>
<td>BUSINESS CARDS</td>
<td>31.50</td>
<td>63.00</td>
</tr>
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</table>

Total $63.00
BILL TO:

ATTN: ACCTS PAYABLE
SHAWNEE CNTY DA
200 SE 7TH ST STE 214
TOPEKA KS 66603-3933

SHIP TO:

SHAWNEE CNTY DA
200 SE 7TH ST STE 214
TOPEKA KS 66603-3933

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>PURCHASE ORDER/RELEAS</th>
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<th>ORDER NUMBER</th>
<th>ORDER DATE</th>
<th>SHIPPED DATE</th>
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<tr>
<td>000000000000</td>
<td>DESKTOP</td>
<td>DA</td>
<td>796025967001</td>
<td>23-SEP-15</td>
<td>23-SEP-15</td>
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<table>
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<tr>
<th>ATAGL ITEM #/</th>
<th>DESCRIPTION/CUSTOMER</th>
<th>U/S</th>
<th>QTY</th>
<th>QTY</th>
<th>QTY</th>
<th>UNIT</th>
<th>EXTENDED</th>
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<td>32448</td>
<td>LIGHTNING TO USB 3.0/2.0 C</td>
<td>EA</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>8.990</td>
<td>35.96</td>
</tr>
</tbody>
</table>

To ensure timely and accurate application of your payment, please include the following on your remittance: account number, invoice number, and the amount you are paying for each invoice.

SUB-TOTAL 35.96
DEPARTMENT 0.00
SALES TAX 0.00
TOTAL 35.96

All amounts are based on USD currency.

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

CUSTOMER NAME BILLING ID INVOICE NUMBER INVOICE DATE INVOICE AMOUNT AMOUNT ENCLOSURED

SHAWNEE CNTY DA 232448 7960259670007 23-SEP-15 35.96

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.
MEMO

To: Cathy Leonhart, Court Administrator

From: Stephanie Theel, Director

Date: September 29, 2015

Re: TN3270 Plus Annual Maintenance

Please present the attached invoice to the Board of County Commissioners for their review and approval.

This invoice is for the continued maintenance and support for the software emulator for the court to connect to the county’s law enforcement agencies (Sheriff and Jail).

With the approval of the Board of County Commissioners, this contract will run for one year. Monies have been budgeted for the support in the 2015 budget.

Thank you for your consideration in this matter.

Approved: Cathy Leonhart, Court Administrator
CONTRACT

INVOICE

Invoice Number: 6946089
Order Date: 9/25/15
Customer Number: 2846347
P.O. Number: 
Terms: Paid

Bill to:
Third Judicial District
Stephanie Theel
200 SE 7th Street, Room 305
Topeka, KS 66603
United States

Ship to:

E-Mail: webmaster@shawneecourt.org
Phone: 785-251-4415

VAT #:

<table>
<thead>
<tr>
<th>Qty</th>
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<th>Discount</th>
<th>Subtotal</th>
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<td>TN3270 Plus Annual Maintenance - yearly billing</td>
<td>$378.00</td>
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</table>

Shipping: $0.00
Sales Tax: $0.00
Total: $378.00

ALL AMOUNTS ARE IN US DOLLARS (USD)

Thank you for your order!
MEMO

To: Cathy Leonhart, Court Administrator

From: Stephanie Theel, Director of Court Information Systems

Date: September 29, 2015

Re: Holland House Annual Maintenance

Please present the attached invoice to the Board of County Commissioners for their review and approval.

This invoice is for the continued maintenance and support for the print server for the court print from the legacy case management system.

With the approval of the Board of County Commissioners, this contract will run for one year. Monies have been budgeted for the support in the 2015 budget.

Thank you for your consideration in this matter.

Approved: Cathy Leonhart, Court Administrator
We hereby charge your account for annual maintenance and support for the period 01-05-15 until 30-04-16.

Platform: MPE

Model: HP3000-979-100  SusanID: 246898341  Handle: HP3000

Modules licensed:
SM,LS,NS,DC

4 modules @ 17.50%  3.995.00  US$  2.796,50

Payable will be

US$  2.796,50

Grand total

US$  2.796,50

V.A.T. Export [ ]

0,00

Total

US$  2.796,50

total to be paid

US$  2.796,50

Payment within 30 days please
MEMORANDUM

COMMISSION AGENDA: October 5, 2015

TO: Kevin Cook, Chairman; Michele A. Buhler, Vice Chairman; Robert Archer, Commissioner.

FROM: Bob Perry

Resolution No. 2015-76 authorized the (1) refunding of all or a portion of the County’s Certificates of Participation, Series 2007B and Series 2010; (2) the preparation and distribution of the necessary offering documents, (3) the sizing and structuring of the County’s General Obligation Refunding and Improvement Bonds, Series 2015C & D, (4) the sale of those 2015C & D Bonds and (5) the execution of the Bond Purchase Agreement (the “BPA”).

Last Tuesday the 2015C & D Bonds were sold and in accordance with the authority granted by Resolution No. 2015-76, Betty executed the BPA to lock in the rates. This Resolution confirms the sale terms. The refunding provides the County an interest cost reduction of $225,525.83 for that principal portion of 2007B and 2010 Certificates being refunded. Also a portion of the Bond proceeds will permanently finance the street improvements to the Timber Ridge Street Benefit District, Phase III which costs were assessed under County Resolution No. 2015-75.

RESOLUTION NO. 2015-81

A RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF $4,860,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2015C AND TAXABLE SERIES 2015D, OF SHAWNEE COUNTY, KANSAS; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.
RESOLUTION NO. 2015-\textbf{81}

A RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF $4,860,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2015C AND TAXABLE SERIES 2015D, OF SHAWNEE COUNTY, KANSAS; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Shawnee County, Kansas (the "County"), is a body corporate and politic duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County, pursuant to the provisions of applicable law, has entered into annually appropriated lease purchase agreements, respectively dated as of May 1, 2007 and March 1, 2010 (the "2007B Lease" and "2010 Lease," collectively the "Leases") with Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"); and

WHEREAS, the County and Trustee have entered into trust agreements respectively dated as of May 1, 2007 and March 1, 2010 (the "2007B Trust" and the "2010 Trust", collectively the "Trust Agreements") under which the Trustee issued the County's Certificates of Participation, Series 2007B (the "2007B Certificates") and its Certificates of Participation Series 2010, (the "2010 Certificates'') (collectively the "Certificates") the proceeds from which financed the acquisition of the various County improvements being leased under the respective Leases; and

WHEREAS, the Leases may be prepaid in whole and the County may purchase the projects financed with the Leases, and the Trustee is to use such prepayments to redeem all Certificates outstanding and thereby defease the Leases and the Trust Agreements; and

WHEREAS, under County Home Rule Resolution 2015-6, the County may issue its general obligation bonds to prepay the Leases and thereby redeem Certificates; and

WHEREAS, by prepaying the Leases with general obligation bond proceeds the County can reduce its interest cost and the Board deems it prudent to pay as little interest cost as the market permits; and

WHEREAS, pursuant to K.S.A. §§68-728 et seq., the County passed and approved County Resolution No. 2014-16 under which the Timber Ridge Subdivision, Shawnee County, Kansas Street Benefit District, Phase III was created and street improvements constructed therein (the "Improvements") with the Improvement costs being assessed against the lots benefitted by the Improvements under County Resolution No. 2015-75; and

WHEREAS, pursuant to K.S.A. §10-427 et seq., the County is authorized and empowered to refund any bonds, any interest on such bonds, or, both bonds and the interest thereon and may issue general obligation refunding bonds therefor; and

WHEREAS, pursuant to County Resolution No. 2015-76 the County has authority to: (a) sell, issue and deliver its General Obligation Refunding and Improvement Bonds, Series 2015C and Taxable Series 2015D,
the proceeds from which will be used to (i) prepay the Leases, purchase the projects financed by the Leases and redeem and prepay all or a portion of the Certificates, (ii) permanently finance the Improvements, (iii) refund a portion of the County's General Obligation Bonds, Series 2013 (the "2013 Bonds") and (iv) pay issuance costs; (b) execute a Bond Purchase Agreement with Ameritas Investment Corp., the "Original Purchaser" of the County's General Obligation Refunding and Improvement Bonds, Series 2015C and Taxable Series 2015D; and, (c) execute such other certificates and documents as are deemed necessary relative to the issuance of said Series 2015C and Taxable Series 2015D Bonds (collectively the "Bonds"); and

WHEREAS, the Original Purchaser has sold the Bonds the proceeds from which will be used to (i) prepay the Leases and redeem the Certificates to effectuate an interest cost reduction allocable to the Leases and the purchase of the projects financed with Leases, (ii) permanently finance the Improvements, (iii) refund a portion of the 2013 Bonds and (iv) pay cost of issuance; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants at this time to authorize the issuance and delivery of the Bonds (herein defined) for the purposes aforesaid under the terms and conditions herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:


"Annual Financial Information" means the financial information or operating data with respect to the County, provided at least annually, of the type included in the Final Official Statement, and shall include, at a minimum, the following:

(i) Debt - Underlying Indebtedness;
(ii) Financial Information - Assessed Property Valuations;
(iii) Financial Information - Estimated Actual Valuation;
(iv) Financial Information - Property Tax Collections; and
(v) Financial Information - Property Tax Levies.

"Audited Financial Statements" means the County's annual financial statements, prepared in accordance with the GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

"Authorized Costs" means the amount of proceeds necessary to pay the costs of the Improvements, prepay the Leases, purchase the projects financed by the Leases and redeem the Certificates, refund a portion of the 2013 Bonds and the Cost of Issuance.

"Bond and Interest Fund" means the Bond and Interest Fund of the County for its general
obligation bonds.

"Bond Counsel" means Robert J. Perry, Esq., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the County.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bonds" and "Series 2015C and Taxable Series 2015D Bonds" means the $4,860,000, aggregate principal amount Shawnee County, Kansas General Obligation Refunding and Improvement Bonds, Series 2015C and Taxable Series 2015D, defined, authorized and issued by the County pursuant to County Resolution No. 2015-76 and this Resolution.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.


"Certificates" means the County's Certificates of Participation, Series 2007B and its Certificates of Participation, Series 2010.

"Chairman" means the duly elected and acting Chairman of the Board of County Commissioners, or in the Chairman's absence, the duly appointed and/or elected Vice Chairman or the Acting Chairman of the Board of County Commissioners.


"Costs of Issuance" means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, underwriting fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code and with the continuing disclosure requirements with respect to the Bonds, and all expenses incurred in connection with receiving ratings on the Bonds.

"County" means Shawnee County, Kansas.

"County Clerk" means the duly appointed and/or elected County Clerk or, in the County Clerk's absence, the duly appointed Deputy County Clerk or Acting County Clerk.

"Dated Date" means the October 21, 2015.

"Escrow Trustee" means Security Bank of Kansas City, Kansas City, Kansas.

"Escrow Trust Agreement" means that Escrow Trust Agreement dated as of October 21, 2015 by
and between the County and the Trustee under which the prepayment of the Leases to effectuate the payment and redemption of the Certificates refunding a portion of the 2013 Bonds and payment of the Costs of Issuance will occur.

"Final Official Statement" means the final official statement prepared by the County or its representatives in connection with the sale of the Bonds and delivered to the Purchaser within seven business days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement and as supplemented or amended.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created or referred to in Section 501 hereof.

"GAAP" means generally accepted accounting principles.

"GASB" means Governmental Accounting Standards Board or its successors or assigns.

"Improvements" means the street improvements constructed in the Timber Ridge Subdivision, Shawnee County, Kansas Street Benefit District, Phase III as authorized by County Resolution No. 2014-16.

"Interest Payment Date(s)" means an installment payment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2016.

"Material Event" means any of the following events with respect to the Bonds, if material:

(a) principal or interest payment delinquencies;
(b) non-payment related defaults, if material;
(c) unscheduled draws on debt service reserves reflecting financial difficulties;
(d) unscheduled draws on credit enhancements reflecting financial difficulties;
(e) substitution of credit or liquidity providers, or their failure to perform;
(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or events affecting the tax-exempt status of the Bonds;
(g) modifications to rights of security holders, if material;
(h) Bond calls, if material and tender offers (other than mandatory sinking fund redemptions or redemptions as maturity);
(i) defeasances;
(j) release, substitution, or sale of property securing repayment of the securities, if material;
(k) rating changes;
(l) appointment of successor trustee or additional trustee or change in name of trustee, if material;
(m) insolvency, bankruptcy or similar event taken by the County; and
(n) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
“Material Event Notice” means written or electronic notice of a Material Event.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the stated maturity thereof or by call for redemption or otherwise.

“NRMSIR” means the Municipal Securities Rule Making Board’s Electronic Municipal Market Access website portal www.emma.msrb.org and the nationally recognized municipal securities information repository, as recognized from time to time by the Securities and Exchange Commission for the purposes referred to in the SEC Rule.

“2015C and Taxable Series 2015D Principal and Interest Account” means the Principal and Interest Account for Shawnee County, Kansas, General Obligation Refunding and Improvement Bonds, Series 2015C and Taxable Series 2015D, created herein within the County’s Bond and Interest Fund.


“Original Purchaser” or “Purchaser” means the Ameritas Investment Corp.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:
(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
(b) Bonds deemed to be paid in accordance with the provisions of Section 701 hereof; and
(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Treasurer of the State of Kansas, Topeka, Kansas, and any successors and assigns.

“Permitted Investments” means those investments authorized by K.S.A. §10-131, as amended and supplemented, and such other provisions of Kansas law as may, from time to time, govern the investment of proceeds of the Bonds.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Preliminary Official Statement” means the Preliminary Official Statement which was prepared by the County in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds.
before the Final Official Statement, as described in the SEC Rule, was made available.

“Purchase Price” means the purchase price paid for the Bonds as is stated in the Final Official Statement under the section captioned “Underwriting”.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Certificate to be redeemed means the date fixed for the redemption of such Certificate pursuant to the terms of the Escrow Trust Agreement.

“Redemption Price” when used with respect to any Certificate to be redeemed means the price at which such Certificate is to be redeemed pursuant to the terms of the Escrow Trust Agreement, including the applicable redemption premium, if any, but excluding installments of interest due on or before the Redemption Date.

“Refunded Bonds” means that portion of the 2013 Bonds being refunded by the Taxable Series 2015D Bond.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with Section 212 hereof.

“Resolution” means County Resolution No. 2015-76 and this resolution relating to the Bonds.

“SEC Report Date” means September 15 of each year, beginning September 15, 2016.

“SEC Rule” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time (17 CFR part 240, §240, 15c2-12).

“SID” means a state information depository as operated or designated by the State as such for the purposes referred to in the SEC Rule. There is no SID as of the date of this Resolution.


“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Treasurer” means the duly appointed and/or elected Treasurer of the County or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the County.

“United States Government Obligations” means bonds, notes, certificates of indebtedness,
treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America.

ARTICLE II
AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of Prepayment of the Lease and Refunded Bonds and Improvement Costs. The Refunded Bonds and the Leases shall be prepaid, the projects financed with the Leases shall be purchased and the Certificates redeemed on the dates set forth in the Escrow Trust Agreement. The Improvements shall be permanently financed with that portion of the Series 2015C Bonds allocated therefore in Section 502(c) hereof.

Section 202. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding and Improvement Bonds, Series 2015C, of the County in the principal amount of $4,855,000 and Taxable Series 2015D in the principal amount of $5,000.

Section 203. Description of the Bonds. The Series 2015C and Taxable Series 2015D Bonds shall consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest as the rates per annum as is set forth in the Maturity Exhibit attached hereto and incorporated herein by reference.

The Bonds shall bear interest at the specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in the manner set forth in Section 204 hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be typed or printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto and incorporated herein or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, in accordance with the Kansas Bond Registration Law, K.S.A. §10-620 et seq.

Section 204. Designation of Paying Agent and Bond Registrar. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Chairman and County Clerk of the County are hereby authorized and empowered to execute on behalf of the County an agreement with the Bond Registrar and Paying Agent for the Bonds.

The County will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The County reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.
Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. §10-501 et seq. and K.S.A. §10-620 et seq., respectively.

Section 205. Method and Place of Payment of the Bonds. The principal of or Redemption Price and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof; by check or draft upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar and signed by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Owner wishes to have such transfer directed.

Section 206. Registration, Transfer and Exchange of Bonds. The County covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The County shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The County and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying
Agent pursuant to Section 303 hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the County of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 205 hereof.

The County and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of or on account of; the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the County by the manual or facsimile signature of the Chairman, attested by the manual or facsimile signature of the County Clerk and the seal of the County shall be affixed thereto or imprinted thereon. The Chairman and County Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner hereinafter specified, and to cause the Bonds to be registered in the office of the County Clerk, which registration shall be evidenced by the manual or facsimile signature of the County Clerk with the seal of the County affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Series 2015C and Taxable Series 2015D Bonds shall have endorsed thereon a certificate of authentication; all of which shall be manually executed by the Bond Registrar or an authorized representative of the Bond Registrar, but it shall not be necessary that the same representative of the Bond Registrar sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the County or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the County and the Bond Registrar such
security or indemnity as may be required by the Bond Registrar, then, in the absence of notice to the County or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Bond Registrar, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the County may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the County, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the County.

Section 210. Preliminary and Final Official Statement. The Preliminary Official Statement and Final Official Statement are hereby ratified and approved. The Chairman's execution of the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchasers in connection with the reoffering of the Bonds is hereby ratified and approved. The proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Section 211. Sale of the Bonds. The sale of the Bonds to the Purchaser and the execution of the Bond Purchase Agreement is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

Section 212. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the County determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than
Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (l)(B) of this subsection (b), the County, with the consent of the Bond Registrar, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the County, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c) hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the County.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the County may appoint a successor Securities Depository provided the Bond Registrar and the County receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption by County.

2015C Bonds: Optional Redemption: The 2015C Term Bonds are subject to optional prepayment and redemption on September 1, 2022 and thereafter, in whole or in part, at any time, at par.

Mandatory Redemption for 2015C Term Bonds: The 2015C Term Bonds are subject to mandatory redemption on September 1 of each year and in the amounts set forth below:

<table>
<thead>
<tr>
<th>Years</th>
<th>Principal Amount per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$20,000</td>
</tr>
<tr>
<td>2017 through 2022</td>
<td>$25,000</td>
</tr>
<tr>
<td>2023</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
2028 TERM BOND

Years:  Principal Amount per year:
2024 through 2027  $30,000
2028  $35,000

2035 TERM BOND

Years:  Principal Amount per year:
2029 through 2032  $35,000
2033 through 2035  $40,000

Taxable 2015D Bond: The Taxable Series 2015D Bond is not subject to redemption prior to maturity.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in $5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof; for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event of a call of the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. §10-129, as amended, not less than 45 days prior to the Redemption Date; provided, however, that no such written notice shall be required for the mandatory redemption of Term Bonds and Term Bonds shall be called by the Bond Registrar for redemption and notice of redemption shall be given by the Bond Registrar without any further action by the County. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the County specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the County in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the County not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the requirements for notices to the Owners set forth in this Section 303 are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be
mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Original Purchasers of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The County and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;
(b) the Redemption Price;
(c) if less than all Outstanding Bonds of a Stated Maturity are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

With respect to any notice given pursuant to this Section 303, the failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the County defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.
ARTICLE IV
SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the County payable from general tax levies or special assessments levied upon the property benefited by the construction of certain improvements, and in part from lawfully available funds of the County, and, if not so paid, then from ad valorem property taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax and/or Assessments. The Board of County Commissioners of the County shall annually make provision for the payment of principal of; premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the County in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the County are levied and collected. The proceeds derived from said taxes and/or assessments shall be deposited in the 2015 Principal and Interest Account, shall be kept separate and apart from all other funds of the County and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the County and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the County the following funds and accounts:

(a) the “Principal and Interest Account for Shawnee County, Kansas, General Obligation Refunding and Improvement Bonds, Series 2015C and Taxable Series 2015D” (the “2015C and 2015D Principal and Interest Account”); and

(b) the “Rebate Fund for Shawnee County, Kansas, General Obligation Refunding and Improvement Bonds, Series 2015C” (the “2015C Rebate Fund”).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

Section 502. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery thereof, shall be deposited as follows:
(a) In the 2015C and Taxable Series 2015D Principal and Interest Account, a sum equal to the accrued interest, if any, paid on the Taxable Series 2015C and 2015D Bonds in such amounts as stated in the Closing Memorandum delivered at the time of issuance of the Bonds ("Closing Memorandum").

(b) $4,352,441.15 of 2015C and 2015D Bond proceeds (principal amount of Bonds plus premium in the amount of $172,694.85, less Underwriter discount of $84,962.50) will be irrevocably deposited with the Escrow Trustee to be invested and spent in accordance with the Escrow Trust Agreement.

(c) $595,291.20 of the 2015C Bond proceeds will be deposited as instructed by the County and identified in the Closing Memorandum to reimburse the County for the costs incurred in constructing the Improvements.

Section 503. Application of Moneys in 2015C and Taxable Series 2015D Principal and Interest Account.

All amounts paid and credited to the 2015C and Taxable Series 2015D Principal and Interest Account shall be expended and used by the County for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the 2015 Principal and Interest Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in such manner and at such times as are agreed to by the County and the Paying Agent. If through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the County. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the 2015C and Taxable Series 2015D Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the County.

Section 504. Application of Moneys in the 2015C Rebate Fund.

(a)(1) There shall be deposited in the 2015C Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Certificate, if applicable to the Bonds. All money at any time deposited in the 2015C Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the County nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the 2015C Rebate Fund shall be governed by this Section and the Arbitrage Certificate.

(2) The County shall periodically determine the rebatable arbitrage, if any, under Section 148(f) of the Code in accordance with the Arbitrage Certificate, and the County shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Certificate. Any moneys remaining in the 2015C Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be deposited into the Bond and Interest Fund of the County.

(b) Notwithstanding any other provision of this Resolution, including in particular Article VII hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other
requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(c) The Arbitrage Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in a bank or banks or federal or state chartered savings and loan association(s) or other institutions as permitted by the laws of the State, which are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the County so that there shall be no commingling of such funds with any other funds of the County.

Moneys held in the Funds and Accounts may be invested by the County in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Permitted Investment held in any fund or account (except amounts required to be deposited in the 2015 Rebate Fund in accordance with the Arbitrage Certificate) shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 506. Non-presentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the County to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within six years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the County the funds, without liability for interest thereon, theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the County, and the Owner thereof shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the County shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI
DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Resolution, including the covenants and agreements herein contained, shall constitute a contract between the County and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:
(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the County and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the County contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the County and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII
DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the County's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or a commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments;
provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the County has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the County has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with Section 303 of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or such commercial bank or trust company by or on behalf of the County, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or such bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII
TAX COVENANTS

Section 801. General Covenants.  (a) The County covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the 2015C Bonds and (2) it will not use or permit the use of any proceeds of 2015C Bonds or any other funds of the County, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the 2015C Bonds. The County will, in addition, adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the 2015C Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the County.

(b) The County covenants and agrees that (1) it will use the proceeds of the 2015C Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the 2015C Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the 2015C Bonds or any other funds of the County, in any manner, or take or omit to take any action, that would cause the 2015C Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The County covenants and agrees that it will not use any portion of the proceeds of the 2015C Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 of the Code.

(d) The 2015C Bonds are not designated as a “qualified obligation” within the meaning of Section 265(b)(3) of the Code.

(e) The County expects to spend the 2015C Bond proceeds as follows: (i) on the Issue Date $2,223,827.50 in cash will be irrevocably deposited with the Escrow Trustee and pledged to pay interest and prepay and redeem all 2010 Certificates on September 1, 2016, the first call date; (ii) $2,070,085.00 will be irrevocably deposited with the Escrow Trustee to be held as cash until November 1, 2015, the date the 2007 Lease will be prepaid and the 2007 Certificates redeemed; (iii) $595,291.20 will be deposited with the County to reimburse the County for its payment of the costs related to the Improvements and (iv) the remainder will be spent for costs of issuance within 60 days of the Issue Date. The Escrow Trustee has covenanted in the Escrow Trust Agreement to solicit no less than three (3) bids should it decide to invest the cash in government securities the yield on which will not exceed the yield on the Bonds.
Section 802. Rebate Covenant. The County covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Arbitrage Certificate. This covenant shall survive payment in full or defeasance of the 2015C Bonds. The Arbitrage Certificate may be amended or replaced if, in the opinion of BondCounsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2015C Bonds.

Section 803. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the 2015C Bonds pursuant to Article VII hereof or any other provision of this Resolution until the final maturity date of all 2015C Bonds Outstanding.

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Continuing Disclosure. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of the SEC Rule.

(b) The County, as an “obligated person” within the meaning of the SEC Rule, undertakes to provide the following information as provided in this Section:

(1) Annual Financial Information;
(2) Audited Financial Statements;
(3) Material Event Notices.

(c) (1) The County shall while any Bonds are Outstanding provide the Annual Financial Information, on or before the SEC Report Date, to each then existing NRMSIR and the SID, if any. The County may adjust the SEC Report Date if the County changes its fiscal year by providing written notice of the change of fiscal year and the new SEC Report Date to each then existing NRMSIR and the SID, if any, provided that the new SEC Report Date shall be six months after the end of the new fiscal year and provided further that the period between the final SEC Report Date relating to the former fiscal year and the initial SEC Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the County provides to each then existing NRMSIR and the SID, if any, the Annual Financial Information by specific reference to documents previously provided to each NRMSIR and the SID, if any, or filed with the Securities and Exchange Commission and, if such a document is a final official statement with the meaning of the Rule, available from the MSRB.

(2) If not provided as part of the Annual Financial Information, the County shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to each then existing NRMSIR and the SID, if any.

(3) If a Material Event occurs while any Bonds are Outstanding, the County shall provide a Material Event Notice in a timely manner to the MSRB and the SID, if any. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The County shall provide in a timely manner to the MSRB and to the SID, if any, notice of any failure by the County while any Bonds are Outstanding to provide to each then existing NRMSIR and the SID, if any, Annual Financial Information on or before the SEC Report Date.

(d) Any failure by the County to perform in accordance with this Section shall not constitute an “event of default” under this Resolution, and the rights and remedies provided by Article V upon the occurrence of an event of default shall not apply to any such failure.
The continuing obligation hereunder of the County to provide Annual Financial Information, Audited Financial Statements and Material Event Notices with respect to each series of Bonds shall terminate immediately once such series of Bonds are no longer are Outstanding. This Section, or any provision hereof; shall be null and void in the event that the County delivers to each then existing NRMSIR, and the SID, if any, an opinion of Bond Counsel to the effect that those portions of the SEC Rule which require this Section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. This Section may be amended without the consent of the holders of the Bonds, but only upon the delivery by the County to the SID, if any, of the proposed amendment, the reasons for the amendment and the impact of such amendment on the type of Audited Financial Information and Audited Financial Statements required to be provided under this Section.

ARTICLE X
ESCROW TRUSTEE

Section 1001. Designation of Escrow Trustee. That the County hereby designates Security Bank of Kansas City, Kansas City, Kansas, a bank, having full trust powers and being a member of the Federal Deposit Insurance Corporation as the escrow trustee (the “Escrow Trustee”).

Section 1002. Authorization of Escrow Trust Agreement. That the Chairman and the Clerk are hereby authorized and directed to execute the Escrow Trust Agreement dated as of October 21, 2015, (the “Escrow Trust Agreement”) by and between the County and the Escrow Trustee. The form of the Escrow Trust Agreement is hereby approved and said document is hereby incorporated in this Resolution as though fully set forth herein. The Chairman or Vice Chairman is hereby authorized to execute the Escrow Trust Agreement with any changes, insertions and omissions as in the sole opinion of the Chairman, upon the advice of counsel, are necessary and desirable, and the Clerk is hereby authorized and directed to attest the Chairman’s signature, such execution and attestation being conclusive as to the approval, correctness and completeness of said Escrow Trust Agreement.

Section 1003. Investment. That the Escrow Trustee shall spend the funds on deposit in the Escrow Fund in the manner specified by the Escrow Trust Agreement and secure any cash balance in said Escrow Fund as required by law.

Section 1004. Sufficient Funds. That if for any reason, at any time, the funds on hand in the Escrow Fund shall be insufficient to meet the payments required as the same shall become due and payable, the County shall forthwith deposit in the Escrow Fund such additional funds as may be required to fully meet the amount due and payable.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1101. Amendments. The rights and duties of the County and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the County with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the County Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;
(b) effect a reduction in the amount which the County is required to pay as principal of or interest on any Bond;
(c) permit preference or priority of any Bond over any other Bond; or
(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the Board of County Commissioners of the County at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the County may amend or supplement this Resolution for any one or more of the following purposes: (i) curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Owners; (ii) conferring upon the Owners any additional rights, remedies, powers or authority that may be granted to or conferred upon the Owners; or (iii) conforming the Resolution to the Code or future applicable federal law or regulations concerning tax-exempt obligations.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Board of County Commissioners of the County amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the County Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the County Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the County Clerk a copy of the resolution of the County hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The County shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 1102. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the County and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:
(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.
In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the County shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the County.

Section 1103. Further Authority. The officers and officials of the County, including the Chairman, County Clerk and Treasurer, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1104. Severability. If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 1105. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1106. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the Board of County Commissioners of the County.

ADOPTED by the governing body October 5, 2015.

Kevin J. Cook, Chairman
(SEAL)

Michele A. Buhler, Vice Chairman

ATTEST:

Cynthia A. Beck, County Clerk
MATURITY EXHIBIT
Shawnee County, Kansas
$4,860,000
General Obligation Refunding and Improvement Bonds, Series 2015C and 2015D
Dated October 21, 2015

SERIES 2015 C BONDS

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<th>Maturity Date</th>
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<th>Interest Rate</th>
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<td>09/01/2016</td>
<td>$695,000</td>
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<td>Term Bond</td>
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MANDATORY REDEMPTION FOR 2015C TERM BONDS
September 1 redemption date for each year

2023 TERM BOND

<table>
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<th>Years:</th>
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<td>2016</td>
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<td>2017 through 22</td>
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2028 TERM BOND

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<td>2028</td>
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2035 TERM BOND

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<td>2033 through 2035</td>
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TAXABLE 2015D BOND

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<tbody>
<tr>
<td>09/01/2016</td>
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EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
SHAWNEE COUNTY, KANSAS
HELD ON OCTOBER 5, 2015

The governing body of Shawnee County, Kansas (the "County"), met in adjourned special session at
the usual meeting place in the County, at 9:00 a.m., with the following members present and participating:
Commissioners Kevin J. Cook, Chairman, Michele A. Buhler, Vice Chair and, Robert E. Archer
Commissioner.

Absent: None

A Resolution was presented entitled:

RESOLUTION NO. 2015-81

A RESOLUTION AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF
$4,860,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING
AND IMPROVEMENT BONDS, SERIES 2015C and TAXABLE SERIES 2015D,
OF SHAWNEE COUNTY, KANSAS; PRESCRIBING THE FORM AND
DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND
COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE
PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE;
AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH.

Commissioner ___________________ moved that the Resolution be adopted. The motion was seconded by Commissioner ___________________. The Resolution was read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: __   

Nay: __   

************************

(Other Proceedings)

On motion made and seconded, the meeting was adjourned.

(SEAL)

___________________________________
County Clerk
September 30, 2015

To: Shawnee County Commission

From: Sheriff Herman T. Jones

Re: Tower Lease

Please find attached a proposed contract between Shawnee County and Mercury Wireless. Mercury Wireless has submitted a request to lease space on our emergency communications tower located north of Rossville, Kansas.

Mercury Wireless will pay Shawnee County $4,200.00 per year to lease tower space. Company officials have completed and paid for a structural study, which has confirmed that the tower would support the proposed additional equipment.

Mercury Wireless will be responsible for all costs associated with installing the proposed equipment.

We would request that all rental revenues concerning this contract be credited to the 911 PSAP fund, as is the case with the revenue we currently receive from Mercury Wireless for space it leases from Shawnee County on our southwest emergency communications tower.

Please place this on your Monday October 5, 2015 agenda.

Thank you for your consideration.

Respectfully Submitted,

Sheriff Herman T. Jones
Shawnee County Sheriff
ATTACHMENT TO
SHAWNEE COUNTY CONTRACT No. 09/2015

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ___ day of ____________ , 20___.

1. TERMS HEREOF CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 10-1101 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE’S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: ____________________________

Title: ____________________________

Date: ____________________________

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date: ____________________________

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
TOWER SITE: Rossville

SHAWNEE COUNTY
CONTRACT #1383-2015
ANTENNA SPACE LEASE

THIS ANTENNA SPACE LEASE ("Lease") is made and entered into as of the ___ day of October, 2015 by and between The Board of County Commissioners of the County of Shawnee, Kansas ("Lessor"), and Mercury Wireless Kansas, LLC an Indiana limited liability company ("Lessee").

ARTICLE 1. BASIC LEASE INFORMATION.

THE FOLLOWING BASIC LEASE INFORMATION IS A PART OF THIS LEASE, BUT DOES NOT CONSTITUTE THE ENTIRE LEASE. LESSEE ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THE ENTIRE LEASE AND ANY EXHIBITS AND ADDENDA WHICH MAY BE A PART HEREOF AND AGREES TO ALL OF THE TERMS AND PROVISIONS OF THIS LEASE.

1.1 Parties.

(a) Lessor: Shawnee County
   Attention: Capt. Lance Royer
   Shawnee County Sheriff's Office
   320 S. Kansas, Suite 200
   Topeka, Kansas 66603
   Phone No: 785/251-2247

(b) Lessee: Mercury Wireless Kansas, LLC
   Attention: Executive Vice President, Kansas
   3301 S Kansas Ave
   Topeka, KS 66611
   Phone No: (800) 354-4915

1.2 Premises. Subject to the covenants and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, (i) on Lessor's Tower (as hereinafter defined) (4) communications antenna, radio, and their associated mounting mast pipe structures and cables, which antenna levels and spaces are herein sometimes referred to collectively as the "Tower Premises", and (ii) exclusive use of space 6 feet by 6 feet in size for a communications building or cabinet to be placed adjacent to Lessor's Tower, which space is herein sometimes referred to as the "Building Premises". The Tower premises and the Building Premises hereby leased to Lessee are herein referred to collectively as the "Premises".

1.3 Lessee's Equipment. As used herein, "Lessee's Equipment" shall refer to (4) communications antenna(s), and antenna feedlines not to exceed the equipment listed in Exhibit A; and any equipment installed by Lessee within the Building Premises, provided that Lessor shall have the right to approve the equipment to be installed by Lessee within the Building Premises, which approval shall not be unreasonably withheld or delayed; and other wires, mounting brackets and other items approved by Lessor. The Rent shall increase when
additional equipment is added, one hundred dollars ($100) per month for each additional point-to-multipoint antenna, and fifty dollars ($50.00) per month for each additional point-to-point antenna added to the site over 4.

1.4 Rent. As used herein, "Rent" shall mean the sum of four thousand, two hundred dollars and zero cents ($4,200.00) per year for three (3) point-to-multipoint systems, and one (1) point-to-point systems from and after the Commencement Date regardless of whether Lessee elects to use all of Lessee's Equipment it is permitted to use under the terms of this Lease, as may be adjusted pursuant to Section 1.3 above. Mercury will provide Shawnee County Internet Access and 1 VoIP phone with local 785 area code DID at "Site". Mercury will install a camera system at "Site" and provide Shawnee County the ability to monitor "Site" remotely. The camera system will include four (4) cameras and one (1) recording device. As used in this Lease, "Commencement Date" shall mean the 1st day of November, 2015.

1.6 Lessor's Tower. As used herein, Lessor's Tower shall refer to a tower as defined:

Type of Structure: Guyed Tower
Address: NW 78th St. and NW Davis Rd. Shawnee County, Kansas
Latitude: 39°11'18.50"N
Longitude: 95°54'21.76"W
FRN: n/a
Height: 250 feet

ARTICLE 2. TERM.

2.1 Term. The Term of this Lease shall be for the time period of five (5) years or until this Lease is sooner terminated pursuant to the terms hereof, beginning on the commencement date provided that if the Commencement Date does not occur on the first day of a calendar month, the expiration of the Term shall be calculated as though the Term began on the first day of the next succeeding calendar month, and Rent shall be prorated accordingly. This lease shall automatically renew for five (5) additional five (5) year Terms, upon the same terms and conditions set forth herein unless terminated by Lessee or Lessor upon no less than one hundred and twenty (120) days written notice to the other party prior to the expiration of the initial term and each renewal time period as set forth in this section.

2.2 Holding Over. If, with Lessor's prior written consent, Lessee shall hold over after the Term expires, Lessee shall become a tenant on a month-to-month basis upon all of the terms, covenants and conditions in this Lease, including the Rent to be paid as may be increased pursuant to Article 3. Lessor or Lessee may thereafter elect to terminate this Lease on a date which is thirty (30) days after written notice of such election is given by Lessor or Lessee to the other party.

ARTICLE 3. RENTAL.
3.1 **Payment.** Lessee shall pay to Lessor, at the address designated in Article 1, in advance and without right of offset on the first day of each and every calendar month during the Term, or any renewals thereof, a sum equal to the Rent, as may be increased pursuant to Section 3.2.

**ARTICLE 4. USE; ACCESS.**

4.1 **Permitted Uses.** Lessee and its approved subtenants and licensees shall be entitled to use the Premises only for the installation, maintenance, and operation of Communications Equipment, and for no other purposes, and shall be permitted access to the Premises, Lessor's Tower and adjacent building for such purposes, subject to the requirements of this Lease. Lessee, and its approved subtenants, licensees and their invitees, employees, contractors, and engineers shall be allowed access to the premises on a 24 hour, 7 days a week basis subject to the requirements of this lease.

4.2 **Lessee's Obligations.** (a) Lessee shall install upon the Premises, at its expense, Lessee's Equipment, and shall also have the right to modify, alter or replace the same from time to time during the term of this Lease. All of Lessee's construction and installation work with respect to Lessee's Equipment and all alterations shall comply with all codes, regulations, and other applicable requirements of governmental agencies having jurisdiction over the Premises, and shall be completed free of liens in a good workmanlike manner in compliance with Lessor's specifications and standards. All of Lessee's Equipment shall be subject to this Lease, but title thereto shall remain in Lessee's name and prior to expiration or sooner termination of the Term, or any renewals thereof, of this Lease, all of Lessee's Equipment shall be removed by Lessee from the Premises at Lessee's expense. Lessee shall be responsible for causing its employees, contractors, subtenants, licensees, and invitees to lock all security gates, doors, fences, and re-arm security devices when leaving Lessor's Tower area. Keys, combinations and security codes will be supplied to Lessee as required.

(b) Lessor shall maintain the common premises, grounds, and structures in a professional manner and ensure safe working conditions to the best of its ability. Lessor represents that the tower has been constructed in accordance with Federal Aviation Administration and Federal Communications Commission standards, specifications, and permits. Lessor shall maintain the ground lease and the taxes and fees associated with it.

4.3 **Lessor's Approval.** Any other provision in this Lease to the contrary notwithstanding, where Lessor shall have the right to approve the manner in which all of Lessee's Equipment and any alterations thereto (including without limitations base stations, antennas, poles, mounts, masts, cabling, wiring and related accessories) which are installed or completed on or within the Premises or Lessor’s Tower by Lessee, said approval shall not be unreasonably withheld, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

4.4 **Compliance with Laws.** In addition to all other obligations of Lessee as set forth in this Lease, Lessee shall install, maintain and operate Lessee's Equipment in a manner (i) which does not interfere in any way whatsoever with the equipment of Lessor or any other tenant, subtenant or licensee currently (as of the date of this lease) operating and maintaining its equipment on Lessor's Tower and/or the adjacent building, subject to Section 4.6, and (ii) which meets or exceeds all applicable FCC and FAA rules, regulations and conditions, and complies
with all licenses, consents, permits and approvals obtained by Lessee which permit it to install, operate and maintain Lessee's Equipment.

4.5 Repair of Damage. Lessee shall promptly repair, at its expense, all damage or injury to Lessor's Tower, the adjacent building, roads, fences and any other real estate or improvements leased or owned by Lessor or any other parties to whom Lessor has an obligation (including without limitation any ground lessee), caused by Lessee or its subtenants or licensees, or their respective employees, contractors, agents or invitees.

4.6 Regulation of Frequencies. All frequencies (radiated RF energy) utilized by Lessee or its subtenants and licensees at Lessor's Tower and/or generated by the operation of Lessee's Equipment, and any modifications to such frequencies and/or Lessor's Equipment, which could affect the performance of other equipment operated by Lessor or other tenants, subtenants or licensees currently on the tower, must be first approved in writing by Lessor. If Lessor gives its approval to the frequencies requested by Lessee, Lessor may also impose such conditions, specifications and requirements as Lessor deems necessary for the proper operation of Lessor's Tower and its use by multiple tenants, subtenants and licensees. Lessor will grant Lessee the exclusive right to operate within 3550 MHz to 3700 MHz and will not and has not granted this right to any other right to any other party collocated on Tower Premises.

4.7 Grounding of Tower. Lessor shall in no event have any liability to Lessee or any other person or entity for the failure to ground Lessor's Tower sufficiently or for any loss of use of the Premises resulting therefrom. Lessee shall have the right, at its expense, to add additional grounding equipment and facilities Lessee desires pursuant to plans and specifications approved by Lessor.

4.8 Non-Interference. During the term of this Lease, Lessor will not, to the best of Lessor's ability, grant a similar lease to any other party if such grant would in any way adversely affect or cause radio frequency interference with Lessee's use of Lessee's Equipment. In the event of any radio frequency interference, Lessor shall take all steps necessary to correct and eliminate said interference within forty-eight (48) hours. If Lessor is unable to eliminate the interference within forty-eight (48) hours, Lessor shall be obligated to remove any subsequent source of interference from Lessor's property. Lessee shall not change frequency, or significantly increase the power or location of its equipment without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall remedy any R.F. interference its equipment generates, due to equipment failure, aging, misadjustment, radio or antenna modifications. Such remedy shall be accomplished at Lessee's expense and in a reasonable time frame. Lessor shall not be responsible or held liable for any R.F. interference or degradation Lessee may receive due to changes in F.C.C. rules, policies or any other action taken by the F.C.C. If Lessee is unable to resolve interference Lessee's equipment causes to others on the premises within forty-eight (48) hours Lessee shall turn off the equipment or the function generating the interference until it can be corrected. Lessor reserves the right to remove any communications equipment operated on the premises (at Lessee’s expense), if harmful interference is not resolved in accordance with the terms of this contract.

ARTICLE 5. MAINTENANCE OF LESSEE'S EQUIPMENT; UTILITIES.

Lessee shall maintain Lessee's Equipment in good condition and repair at all times at its expense. Lessee shall be solely responsible for and promptly pay all charges for hookup,
electricity, telephone and any other utilities used or consumed by Lessee on the Premises except as specifically provided for in provisions of this lease. Lessor recognizes future utility services may be required and agrees such approval of changes will not be unreasonably denied or delayed.

ARTICLE 6. TAXES.

During the Term, or any renewals thereof, of this Lease, all real and personal property taxes and assessments levied against Lessor's Tower shall be paid or cause to be paid by Lessor, provided that all taxes levied against or attributable to Lessee's Equipment shall be paid by Lessee prior to delinquency. If the value of Lessee's Equipment is included in any tax levied against Lessor's Tower or the real estate to which it is affixed, Lessee shall pay to Lessor, within fifteen (15) days after demand and receipt of a copy of the tax bill, the amount attributable to Lessee's Equipment, as reasonably determined by Lessor.

ARTICLE 7. INSURANCE; INDEMNITY.

7.1 Liability Insurance for Premises. Lessee shall maintain in effect at its expense, throughout the Term, or any renewals thereof, of this Lease, property damage and public liability insurance covering claims for personal injury, death or property damage occurring in, upon or adjacent to the Premises, Lessor's Tower and/or the access road and arising out of Lessee's use of Lessor's Tower, which policy or policies of insurance shall name Lessor as an additional insured, and shall provide that the insurance underwriter must notify Lessor in writing at least ten (10) days prior to any cancellation thereof. The limits of coverage under such insurance shall be not less than $500,000.00 combined single limit, or such higher amounts as Lessor, acting reasonably, may designate from time to time during the term of this Lease. Lessee shall cause a certificate of such policy to be delivered to Lessor to evidence Lessee's compliance with the terms hereof upon Lessor's request.

7.2 Indemnity. The parties shall indemnify, defend and hold each other harmless from and against all losses, claims and liabilities (including reasonable attorneys' fees and costs) incurred by the other party and arising from (a) use of the Premises, Lessor's Tower, the adjacent building and land or the access road and the conduct of business thereon, (b) any activity, work or things done, permitted or suffered, in or about the Premises, Lessor's Tower, the adjacent building and land or any access road, (c) any breach or default, or negligence or willful misconduct in the performance of any obligation to be performed under the terms of this Lease.

7.3 Fire and Casualty Insurance. During the term of this Lease, Lessee shall bear the risk of loss with respect to Lessee's Equipment and Lessee shall be responsible for maintaining policies of fire and extended coverage insurance on all of Lessee's Equipment. Lessor shall bear the risk of loss with respect to Lessor's Tower and Lessor shall be responsible for maintaining policies of fire and extended coverage insurance on Lessor's Tower and the adjacent building.

ARTICLE 8. ASSIGNMENT AND SUBLETTING.

Except to an affiliate of Lessee, Lessee shall not assign this Lease nor sublet or license any portion of the Premises without the prior written consent of Lessor, which consent shall not
be unreasonably withheld or delayed. Lessor's consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. Notwithstanding the foregoing, Lessor shall have the right, in Lessor's sole discretion, to require that any assignee, sub-lessee, or licensee (including an affiliate of Lessee) shall agree in writing to assume the obligations of Lessee under this. Lessor shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing the bona fide indebtedness or evidence thereof this Lease or the leaseholder's interest of Lessee created hereby, together with all equipment, provided that Lessor is notified of such mortgage prior to its becoming effective and that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of Lessor under this Lease.

ARTICLE 9. MECHANICS' LIENS.

Lessee agrees to keep Lessor's Tower and the land to which it is affixed free and clear of all mechanics', materialmen's and other liens for work or labor done, services performed, materials, equipment, transportation or power contributed, used or furnished for use in, on or about the Premises at the request of Lessee or its subtenants, assignees, licensees, agents or contractors. Lessee shall promptly and fully pay and discharge any and all amounts upon which any such lien could be based, and shall indemnify, defend and hold Lessor harmless from all such liens and claims of lien and suits or other proceedings arising therefrom, and all costs and expenses (including reasonable attorneys' fees) which Lessor may incur as a result thereof. Lessee shall have the right to contest any such claim of lien, at its expense, provided that Lessee furnished to Lessor adequate security for the amount of the claim, as reasonably determined by Lessor in its discretion, or a bond of a responsible corporate surety approved by lessor in such amount, which is conditioned on the discharge of the lien.

ARTICLE 10. CONDEMNATION.

10.1 Allocation of Award. If any part of the Premises or Lessor's Tower or adjacent property or improvements shall be condemned or taken for any public purpose by the United States of America, the State of Kansas, or its subdivisions, or for any other purpose or by any other party as may be permitted by law ("condemnation"), (i) Lessor shall receive all monies that shall be paid for such taking and condemnation with respect to Lessor's Tower, the adjacent building and the Premises, and (ii) Lessee shall receive all monies paid with respect to Lessee's Equipment and the cost of removing or relocating the same.

10.2 Right to Terminate. In the event of a condemnation which is of such a scope that Lessee cannot utilize the Premises in a profitable manner, as reasonably determined by Lessee, Lessee shall have the right, at its option, to terminate this Lease, but only if it gives Lessor written notice of such election on thirty (30) days notice to Lessor. Upon such termination, Lessor and Lessee shall have no further obligations under this Lease.

ARTICLE 11. REMEDIES.

11.1 Default by Lessee. If Lessee fails to pay any part of the Rent or any other sum required by this Lease to be paid to Lessor at the times or in the manner provided, and if such
failure continues for thirty (30) days after written notice from Lessor to Lessee, or, in the event of a default not involving the payment of money, if such default continues for thirty (30) days after written notice thereof from Lessor to Lessee (or for such longer period of time as may be reasonably necessary for Lessee to commence and diligently attempt to cure said default), then Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and repossession of the Premises.

11.2 Lessor’s Rights Upon Re-Entry. Should Lessor elect to re-enter as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may (in addition to or in conjunction with all other rights and remedies available herein or by law) either terminate this Lease to the same extent and with all the legal incidents as if the Term, or any renewals thereof had expired by lapse of time, or it may from time to time, without termination of this Lease, relet the Premises or any part thereof for such term or terms and at such rental and upon such other terms and conditions as Lessor, in its reasonable discretion, may deem advisable, with the right to make alterations and repairs to the Premises. Upon such reletting, the rents received by Lessor therefrom shall be applied first to the payment of any indebtedness other than Rent due hereunder from Lessee; second, to the payment of any costs and expenses of such reletting and such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same becomes due hereunder. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach.

11.3 Remedies Cumulative; Waiver. No remedy herein conferred upon either party shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission of a party to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein, unless expressly stated in writing.

11.4 INTENTIONALLY OMITTED

11.5 Attorneys’ Fees. If either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceedings shall be paid on demand all reasonable attorneys’ fees and costs by the other party, and if any judgment is secured by such prevailing party, all such attorneys’ fees and costs shall be included in any such judgment in any such action or proceeding.

11.6 Default by Lessor. Lessor shall not be deemed in default under this Lease, unless Lessee shall first give written notice of such default to Lessor and Lessor fails to cure the same within thirty (30) days after written notice thereof from Lessee to Lessor, or for such longer period of time as may be reasonably necessary for Lessor to commence and diligently attempt to cure said default. In the event Lessor is unwilling or unable to cure the default, then Lessee, in addition to any and all other remedies at law or in equity that Lessee may have, may, at any time thereafter, elect to terminate this Lease for such breach upon written notice to Lessor. Upon such termination, all of Lessee’s obligations to Lessor, including the payment of any future rent, shall
end and Lessee shall be without any further obligation to Lessor except for any amounts that remain due and owing to Lessor as of the date of Lessee's termination.

ARTICLE 12. ESTOPPEL CERTIFICATE.

From time to time upon request of Lessor, Lessee agrees to execute, acknowledge and deliver to Lessor or its lender or a prospective purchaser of Lessor's Tower, within twenty (20) days after such a request is received, a certificate evidencing whether or not: (1) this Lease is in full force and effect; (2) this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any; and (3) there are any existing defaults hereunder to the best of Lessee's knowledge and specifying the nature of such defaults, if any.

ARTICLE 13. NOTICES.

All notices, requests, consents, demands or other communications which are to be given, made or sent pursuant hereto, or which may be given or made or sent by either party hereto to the other, shall be in writing and deemed to have been fully received, given or made (i) immediately upon personally delivery or when sent by facsimile transmission to the number set forth in Section 1.1 (a) or (b), (ii) 48 hours after the same are deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, and addressed to the respective party as set forth in Section 1.1 (or such other number or address as either party hereto may from time to time designate in writing and deliver to the other), or (iii) 24 hours after depositing same with an overnight delivery service.

ARTICLE 14. INSOLVENCY OF LESSEE.

Lessee agrees that neither this Lease nor any interest of Lessee in the Premises shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever; and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Without limiting the generality of this Article, and to the extent not prohibited by federal law, Lessee agrees that if any petitions or proceedings under the Federal Bankruptcy Code or any amendment thereto are filed or commenced by or against Lessee, and if against Lessee, said proceedings shall not be dismissed within ninety (90) days following commencement thereof, or if Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within ninety (90) days thereafter, any such event or any involuntary assignment shall constitute a breach of this Lease by Lessee and, at the option of Lessor hereunder or as provided by law, Lessor may, at its option and without notice of entry or other action of Lessor, terminate this Lease and also all rights of Lessee under this Lease and any and all persons claiming under Lessee in and to the Premises. The grace period provisions in Section 11.1 shall not apply to this Article.

ARTICLE 15. FORCE MAJEURE.

If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, inability to procure materials, restrictive governmental laws or regulation or other cause without fault and
beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of such delay.

ARTICLE 16. SURRENDER OF PREMISES.

At the expiration of this Lease, Lessee shall surrender the Premises to Lessor in good condition and repair, reasonable and ordinary wear and tear excepted, but Lessee shall have the right to remove Lessee's Equipment if completed prior to expiration of the Term provided that (i) Lessee shall not remove any cables or cable clips from the Premises unless Lessor so directs, and (ii) Lessee shall be obligated to remove Lessee's Equipment at Lessee's expense after the Term expires if Lessor directs Lessee to do so in Lessor's discretion.

ARTICLE 17. MAINTENANCE OF LESSOR'S TOWER; LIGHTING REQUIREMENTS; DAMAGE OR DESTRUCTION.

17.1 Maintenance. During the Term, Lessor shall keep Lessor's Tower and the adjacent building in good condition and repair, reasonable and ordinary wear and tear excepted.

17.2 Lighting Requirements. Lessor agrees to comply with all tower or building marking and lighting requirements which may apply to Lessor's Tower as prescribed by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"), or other applicable authorities.

17.3 Damage and Destruction. If Lessor's Tower and/or adjacent building shall be damaged or destroyed by fire, severe weather or other casualty, Lessor shall repair the same at its expense as soon as reasonably possible thereafter, and Lessee shall repair at its expense all damage to Lessee's Equipment, provided that if Lessor's Tower is damaged or destroyed to such an extent that it cannot reasonably be repaired and restored within ninety (90) days after such casualty or damage has occurred, then Lessee shall have the option to terminate this Lease on or after the 90th day following such damage by giving written notice of such election to Lessor. Upon such termination, neither party shall have any further obligation under this Lease. If any damage or destruction occurs which renders the Premises unusable for the operation of Lessee's Equipment, the Rent shall be abated in an equitable manner to the extent of such adverse effect on the operation of Lessee's Equipment, as reasonably determined by Lessor and Lessee, until the Premises are in a condition which permits the operation of Lessee's Equipment in substantially the same manner it was operated prior to such damage or destruction.

ARTICLE 18. GENERAL PROVISIONS.

18.1 Time of the Essence; Successors. Time is of the essence of this Lease and all covenants and conditions hereof. Except as herein otherwise provided, this Lease and all provisions hereof shall be binding upon and inure to the benefit of the successors, assigns, heirs, administrators, legal representatives and executors of the parties.

18.2 Captions. The headings or captions of articles or sections in this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease or the provisions of such articles or sections.
18.3 **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Kansas.

18.4 **Relationship of Parties.** Notwithstanding anything herein to the contrary, it is agreed and understood by the parties that nothing contained herein shall be deemed to create any relationship other than that of a lessor and lessee.

18.5 **Amendment.** No amendment or modification of this Lease shall be valid unless in writing and signed by Lessor and Lessee.

18.6 **Authority.** Each individual signing below on behalf of an entity represents and warrants that he or she is duly authorized to sign this Lease on behalf of, and to bind, said entity.

18.7 **Joint Liability.** If more than one party constitutes Lessee, each such party shall be jointly and severally liable for all of Lessee's obligation set forth in this Lease.

18.8 **Covenant of Quiet Enjoyment.** Lessor warrants, covenants and agrees that Lessor has full right and authority to make this Tower Lease, and that Lessee, upon paying the rental and performing the covenants and agreements herein contained, will peacefully and quietly hold and enjoy the demised premises during the entire term hereof.

18.9 **Consents.** Except as otherwise provided for in this Lease, whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(remainder of page intentionally left blank)
IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Mercury Wireless Kansas, LLC

By: Blake E. Wiseman
Executive Vice President
"LESSEE"

Date: 9/28/15

Shawnee County

By: ____________________ 
Kevin Cook
Chairperson
"LESSOR"

Date: ____________________ 

Approved as to Legality and Form: Date 9/23/15
## Agenda Item

<table>
<thead>
<tr>
<th>Date:</th>
<th>September 15, 2015</th>
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<tbody>
<tr>
<td>Project No:</td>
<td>CU15/04</td>
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<tr>
<td>Applicant:</td>
<td>Soldier Township</td>
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<td>Document:</td>
<td>Resolution</td>
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<tr>
<td>Contact Person:</td>
<td>Barry T. Beagle, Director</td>
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<tr>
<td>Regarding:</td>
<td>Conditional Use Permit</td>
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### Description:
Requesting a Conditional Use Permit to authorize a public use facility (township road maintenance facility) on property currently zoned "RA-1" Rural Agricultural District and located at 220 and 334 NW 62nd Street in Soldier Township. The Planning Department recommended this request be conditionally approved as referenced in the attached report dated September 14, 2015.

### Planning Commission Recommendation:
The Planning Commission considered this request on September 14, 2015, and by a vote of 7-0-0 recommended Conditional Approval of the proposal as referenced in the Commission’s attached report.

### County Commission Action:
Consideration by the Board of County Commissioners and decision to adopted accompanying resolution on: October 5, 2015.
BY ORDER OF THE BOARD OF COMMISSIONERS, SHAWNEE COUNTY, KANSAS

RESOLUTION No. 2015-87

CONDITIONAL USE PERMIT

IS HEREBY ADOPTED IN ACCORDANCE WITH K.S.A. 19-2960 AND THE ZONING REGULATIONS, SHAWNEE COUNTY, KANSAS.

SECTION 1. THIS RESOLUTION HEREBY AUTHORIZES A CONDITIONAL USE PERMIT FOR THE FOLLOWING DESCRIBED REAL PROPERTY FOR THE PURPOSE OF:

ESTABLISHING A PUBLIC USE FACILITY ON PROPERTY ZONED "RA-1" RURAL AGRICULTURE DISTRICT AND LOCATED AT 220 AND 334 NW 62nd STREET IN SOLDIER TOWNSHIP, AND LEGALLY DESCRIBED AS FOLLOWS:

A tract of land located in the Southwest Quarter of Section 20, Township 10 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 20; thence on the South line of said Southwest Quarter on an assumed bearing of North 88 degrees 32 minutes 27 seconds East a distance of 1138.06 feet to the point of beginning; thence North 01 degrees 30 minutes 03 seconds West a distance of 324.92 feet; thence North 75 degrees 17 minutes 39 seconds East a distance of 175.15 feet; thence North 06 degrees 07 minutes 04 seconds West a distance of 35.12 feet; thence North 01 degrees 30 minutes 10 seconds West a distance of 265.00 feet; thence North 85 degrees 49 minutes 07 seconds East a distance of 307.88 feet; thence North 88 degrees 27 minutes 21 seconds East a distance of 199.91 feet; thence South 01 degrees 26 minutes 36 seconds East a distance of 679.97 feet to the South line of said Southwest Quarter; thence 88 degrees 32 minutes 27 seconds West on said South line a distance of 674.45 feet to the point of beginning.

Said tract contains 400,191 square feet or 9.19 acres of land more or less.

SECTION 2. CONDITIONS SUBJECT TO:

1. Use and development of the site as a public use facility (township road maintenance facility) in accordance with the Conditional Use Permit site plan titled Soldier Township Maintenance Facility dated August 12, 2015.

2. Compliance with the applicant’s written description.

3. The perimeter fencing encompassing the 220 NW 62nd Street portion of the site be installed prior to the use of any portion of the property.

4. Should the property cease use as a public use facility as authorized for a period of 24 consecutive months, the Conditional Use Permit shall expire and become null and void.
SECTION 3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ENDORSEMENT BY THE MEMBERS OF THE BOARD OF COMMISSIONERS AND PUBLICATION IN THE OFFICIAL COUNTY NEWSPAPER.

DATE: ____________________, 2015.

Kevin J. Cook, CHAIR

Michele A. Buhler, VICE-CHAIR

Robert E. Archer, MEMBER

ATTEST:

COUNTY CLERK, Cynthia A. Beck

APPLICANT: Soldier Township

CASE NO: CU15/04

Approved as to Legality and Form: Date 9/24/15

ASST. CO. COUNSELOR
CONDITIONAL USE PERMIT REPORT

OF THE

Shawnee County Planning Commission

CASE NO.: CU15/04 BY: Soldier Township

REQUESTED ACTION: To Authorize a Public Use Facility

IN ACCORDANCE WITH APPLICABLE STATUTES AND LOCAL RESOLUTION, THE PLANNING COMMISSION HELD A PUBLIC HEARING ON SEPTEMBER 14, 2015 TO CONSIDER THE ABOVE IDENTIFIED PROPOSAL TOGETHER WITH THE FACTS, CONDITIONS, TESTIMONY, AND THE REPORT OF THE PLANNING DEPARTMENT.

BASED THEREON, THE PLANNING COMMISSION, UPON A MAJORITY VOTE OF THE QUORUM, (7-0-0) RECOMMENDS APPROVAL SUBJECT TO:

1. Use and development of the site as a public use facility (township road maintenance facility) in accordance with the Conditional Use Permit site plan titled Soldier Township Maintenance Facility dated August 12, 2015.

2. Compliance with the applicants written description

3. The perimeter fencing encompassing the 220 NW 62nd Street portion of the site be installed prior to the use of any portion of the property.

4. If required as a result of the public hearing, an opaque screen be installed along the south and east portions of the area of proposed expansion.

5. Should the property cease use as a public use facility as authorized for a period of 24 consecutive months, the Conditional Use Permit shall expire and become null and void.

SUMMARY STATEMENT OF PLANNING COMMISSION: The Planning Commission concurred with the conclusions and rationale of the Planning Staff and therefore adopts the staff report and recommendation as the report and recommendation of the Planning Commission. The existing road maintenance facility has over a 60-year history in this location and has not deterred the improvement of neighboring property along NW 62nd Street for residential development. The proposed expansion as sought by the Conditional Use Permit is not anticipated to have any greater impact on neighboring property than that of the existing facility. No one was present to speak in opposition to the proposal.

BY: Dave Macfee, Chairman
Roll Call and Announcement of Hearing Procedure: Dave Macfee, Chair, called the meeting to order at 6:00 p.m. and asked for roll call to be taken.

Members Present: Dave Macfee, Pat Tryon, Nancy Johnson, Brian Jacques, Lynn Marolf, Matt Appelhanz and Christi McKenzie. With seven members present a quorum was established and the meeting was called to order.

Members Absent: There were no members absent.

Staff Present: Barry T. Beagle, Planning Director; Joelee Charles, Administrative Assistant; and, Ashley Biegert, Assistant County Counselor.

Approval of June 8, 2015, Public Hearing Minutes: Mr. Macfee asked for approval of the June 8, 2015, Planning Commission public hearing meeting minutes. Ms. Johnson moved to approve the June 8, 2015, minutes, seconded by Ms. McKenzie, and with a unanimous voice vote, the minutes were approved.

Communications: Mr. Beagle said he had provided them with a memo regarding the items to be discussed under the Discussion of Planning Related Issues.

Ex Parte Communication by Members of the Commission: There were no Ex Parte communications expressed by members of the Commission.

Declaration of Conflict of Interest by Members of the Commission or Staff: There were no declarations of conflict of interest by commission members or staff.

Zoning and Subdivision Items:

1. CU15/04 by Soldier Township was seeking a Conditional Use Permit (CUP) to establish a public use facility on a 9.19 acre parcel generally located 220 and 334 NW 62nd Street. The property was zoned "RA-1" Rural Agriculture District.

The Soldier Township's road maintenance facility at 334 NW 62nd Street included 6.10 acres and was established in the early 1950s. The western portion was contained within the 100 year floodplain of Indian Creek which ran along the west side. Four structures were located on the property: a 4,480 sq. ft. main shop, a 2,430 sq. ft. equipment storage building, a 1,710 sq. ft. salt storage shed and another 585 sq. ft. storage shed. A fuel station was also located on the western portion.

The applicant wanted to expand the facility by including the adjacent 3.09 acres to the east at 220 NW 62nd Street. The CUP would bring the existing operation into compliance with the zoning regulations. It was thought to be a grandfathered use because it predated the adoption of the zoning regulations. The CUP would provide for the expansion onto the adjoining tract of land.

No changes were anticipated in the current operations with the proposed expansion. The expansion included the relocation of buildings, facilities, equipment and material stock piles to the east outside of the flood plain. Over time they wanted to replace the existing single family dwelling with a new 875 sq. ft. office building. In the future they wanted to build a 6,000 square foot maintenance building, relocate the salt shed out of the flood plain by constructing a new salt shed and relocate the existing gas pumps out of the flood plain to a new location.
The existing facility had three points of access onto 62nd Street and was encompassed by a 6 foot chain link fence topped with 3 strands of barb wire. The fence would be extended to include the additional property. The facility was located approximately 4 miles north of the city and in an area that was largely comprised of a diverse mixture of both large acreage agricultural land and single family residential development. The residential development consisted of both platted residential lots and rural residential home sites. It was anticipated based on the established pattern of development that this area would continue to transition for low density residential land use over an extended period of time.

The proposed CUP wouldn't result in the removal of present restrictions of the RA-1 District but would specifically authorize the additional use of a public use facility. A public use facility could comprise a variety of different government functions including a small pump station, an airport or a road maintenance facility. Given that tremendous variability they were subject to a CUP process to ensure they were compatible in any proposed location. The existing facility didn't seem to deter residential development of neighboring property along 62nd Street or have a negative impact on the use and enjoyment of neighboring residential properties.

The applicant submitted a written description defining their existing operations. In the summer months, the facility operated Monday through Friday from 6 a.m. to 4:30 p.m. The balance of the year they operated Monday through Friday from 7 a.m. to 3:30 p.m. Occasionally, due to inclement weather, they had extended hours of operations.

The principal impact associated with onsite operations was the noise from trucks and equipment moving materials or trucks leaving and entering the site; however, the property was buffered by a farm which encompassed the site to the north and west.

Staff did not anticipate this proposal would dramatically change the character of this area or would have any greater impact with respect to that of neighboring residential property.

Staff recommended approval subject to the five conditions outlined in the staff report: Compliance with their site development plan; Compliance with their written description and installation of the perimeter fencing for 220 NW 62nd Street prior to any commencement of any use of the property; If a concern was expressed during the public hearing with regard to operation on 220 NW 62nd Street, screening would be provided along both the east and south property lines if it was deemed to be warranted; If the property ceased use as a public use facility over a period of 24 consecutive months, the CUP would automatically expire and become null and void.

Mr. Macfee asked if anyone on the Commission had any questions for Mr. Beagle.

Mr. Macfee asked about the gas pumps and if there was a buried tank. Mr. Beagle said they used them for fueling their equipment. The applicant said it was an above ground diesel pump. Mr. Macfee asked if the primary reason for the proposal was to have the option of moving out of the flood plain. Mr. Beagle said it had been expressed that because of continued growth in northern Soldier Township, the road maintenance facility needed to expand or look at expansion opportunities and this was an opportunity to do so. It would also allow the relocation of certain facilities outside of the flood plain such as the existing fuel pumps and the salt shed. Mr. Macfee asked if this was the only road facility for the township. Mr. Beagle said it was.

Mr. Macfee asked if the applicant had any comments.

Mike Adams, Cook, Flatt and Strobel Engineers, 2930 SW Woodside Drive, Topeka, Kansas 66614.

- Applicant indicated everything had been covered.
Mr. Macfee asked if anyone on the Commission had any questions for the applicant.

Mr. Jacques asked if they were removing all the current buildings and moving them to the adjoining property or would some of the old buildings be maintained. Mr. Adams said the original building and the storage shed on the right would remain. They were having issues with the KDHE over the salt shed and it being close to the flood plain as well as the fuel storage. Mr. Jacques asked if there were any immediate plans for the house. Mr. Adams said they were going to try and sell it and move it off the foundation. They would try to utilize the existing foundation to construct the office building. Mr. Marolf asked what the time frame was for moving the house. Mr. Adams said they were hoping to auction it within the next year. They would be working on the fence first.

Mr. Macfee opened the public hearing and asked if anyone wanted to speak against or in favor of the proposal.

Jim Gorman, 245 NW 62nd Street, Topeka, Kansas 66617.
• Has a house across the street to the west of the facility.
• Asked if there were any plans to do anything to the creek and the drainage.

Mr. Beagle said it wasn't part of the proposal. Mr. Gorman said the facility has never bothered him with noise. Living on the road in the winter, it was really nice being that close.

With no further comments, Mr. Macfee closed the public hearing and asked for comments from the Commissioners or a motion. There was no comment.

Ms. Johnson moved to recommend Approval of the proposed Conditional Use Permit subject to staff conditions; seconded by Mr. Jacques. With a vote of 7-0-0, the item was recommended for Approval.

Public Comment on Non-Agenda Planning and Zoning Items

There were no comments on Non-Agenda Planning and Zoning items.

Discussion of Planning Related Issues

1. Building Code Exploratory Committee

Mr. Beagle said on May 14th, the County Commission approved to form an exploratory committee to look at the feasibility of adopting a building code. Thirteen members were appointed including Commissioner Archer, Brian Jacques, Nancy Johnson and ten others who were comprised of builders and trades people. Thus far, there have been four meetings that resulted in tremendous conversation. Many pages of resource materials were provided to the committee for review.

Guest speakers had come to the meetings and provided pertinent information. Two insurance agents provided their perspective on the impact of a building code relative to homeowner's insurance policies and its effect. The Miami County Chief Building Officer gave a presentation on their department's operation. It was helpful to understand how a small building code program worked efficiently. A representative from the International Code Council provided information on building codes, their history and how communities stand to benefit from their adoption.

The committee also completed a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis associated with the implementation of a building code. At the next committee meeting, they will continue to define the items identified under each category of the analysis.
At the September 30th meeting, the committee will solicit the input of community builders and developers on the advantages/disadvantages to the implementation of a building code. On October 14th, the committee will visit with the public to provide them with information about the committee’s work and receive comments from them on the adoption of a building code.

Mr. Beagle said the committee was tasked with sifting through all the information and preparing a final report with their recommendation by December. It had been a beneficial experience and he was encouraged by the committee’s discussion. When the final report was submitted, it would be up to the County Commission to decide on the outcome of the recommendation. He thought enough information would be provided so the County Commission could take future action based upon the committee’s findings.

Mr. Macfee thanked Mr. Beagle for his leadership, professionalism and setting the guidelines. He also thanked Commissioner Jacques and Commission Johnson for their time.

Ms. McKenzie requested the meeting locations/start times for the two meetings and asked how people would be informed. Mr. Beagle said they were hoping to secure Garfield Community Center since they were anticipating larger groups. The meetings would start at 5:15 p.m. He said a website had been created and it included information concerning the committee and encouraged them to visit it. A press release was prepared and being reviewed by Mr. Jacques and Ms. Charles. He provided information on the committee to a reporter from the Topeka Capital Journal. He thought there would be plenty of exposure. Mr. Macfee asked about the website location. Mr. Beagle said it was included in his memo and could be accessed from the county’s main website or the Planning Department’s website.

Mr. Macfee said the code itself was a universal reference. Mr. Beagle said if they got past the first stage, then they would be looking at a national model code such as the International Code series. The specific details in deciding on a code and code program would be discussed in the next stage of the process.

Ms. Johnson said she was surprised by how much the builders wanted a code. Mr. Macfee asked what their primary argument was. Ms. Johnson said it was consistency and quality. There was concern about the unlicensed builders. They also had to consider the cost from both sides. Again their contention was that it was the right thing to do. People who came from out of town and looking to build or buy a home were surprised that we did not have a building code. People were buying houses that couldn’t pass inspection because they didn’t pass inspection the first time because there was no inspection. One of the main arguments was the houses couldn’t be sold since they didn’t pass inspection.

Mr. Macfee asked if there were any realtors on the committee. Mr. Jacques said there were no realtors but Chuck Dultmeier, a committee member, was very active in the building community. He felt the committee members who were builders and worked in the city and county were building homes the right way. They didn’t change the way they built houses in the county. It just meant everyone else would have to.

Ms. Johnson said Mr. Faulkner from the City was on the committee was very helpful. Mr. Beagle said Mr. Faulkner ran the City's inspection program and had provided invaluable information. Ms. Johnson said she thought the City was more than willing to work with the county. Mr. Beagle said there was no agenda for the county adopting a building code and letting the City administer it even though it had been mentioned. They have tried to steer away from that level of specifics.

Mr. Beagle said the Topeka Home Builders Association wanted to see the adoption of a building code for the benefit of their members. As Ms. Johnson had expressed, they wanted a level playing field. They didn’t want to be under bid for a project that another was claiming was of equal construction as a code built home. He thought there would be a number of arguments in favor of the adoption of a code. Ms. Johnson thought it was beneficial to have Commissioner Archer on the committee because he has heard some ground floor arguments. Mr. Macfee thanked them for their work.
2. Fifth-Year Community Rating System (CRS) Recertification Update

Mr. Beagle said the county entered into the Community Rating System (CRS) in 2010 and has been part of the National Flood Insurance Program (NFIP) since 1982. The CRS was a voluntary incentive program that awarded credit points to communities who completed work beyond the administration of the flood plain regulations. The additional work included providing: advice to owners, mitigation techniques to owners, financial advice, resource materials, etc. A class rating was then given based on the credit points rating. When we entered the CRS in 2011, we were designated a Class 9 community which translated into a direct benefit of a 5 percent premium reduction to county flood insurance policy holders.

Every five years a recertification was completed. Staff has compiled documentation since January to submit to the Insurance Services Office (ISO) who completed the evaluation and provided a rating. The five year site visit took place on August 19. The documentation submitted was well received but additional documentation was requested and would be provided. Mr. Beagle hoped to retain the Class 9 rating but thought a Class 8 rating might be achieved. If it was, the county flood insurance policy holders would then get a 10 percent premium reduction.

As part of the process, a Floodplain Management website was created for the public who has property in the floodplain to access information about flood risks, hazards, how to protect themselves and access to a vast amount of resource materials. He anticipated getting the results in early January. It has been a laborious and time consuming process.

Mr. Macfee asked if the premium reduction was a rebate and if the policy owners knew they got a discount. Mr. Beagle said it was in the administration of their policy. Staff got the FEMA spec sheets which indicated the total number of policies that were in force. It provided a rating to show the people within the floodplain that had a standard rated policy which included the 5 percent reduction. He wasn't sure how that was administered at the insurance level. He didn't know if they paid their premium up front and got a rebate. He thought their premium was automatically reduced with the 5 percent reduction.

Mr. Macfee wondered if policy owners knew they received a discount. Mr. Beagle thought it would be referenced in their policies. Ms. Johnson asked how many had to buy flood insurance. Mr. Beagle said there were currently 69 standard rated policies for properties within the 100 year floodplain. Ms. Johnson asked if that included the city. Mr. Beagle said it did not. There were a total of 350 policies in force in Shawnee County but that was due to the map changes in 2011. If a homeowner purchased a preferred risk policy in advance and was now included in the floodplain, they might be grandfathered in. Also, because of heightened awareness, some people acquired a preferred risk policy which was only available for properties outside of the 100 year floodplain. It really boosted the number of people who acquired policies.

Mr. Beagle said each community in the county could participate in the CRS. The City did not. It was a voluntary program. If you were in the city, you had to pay the full standard rate on a flood insurance policy. If you were outside the city limits and you were in the floodplain, you automatically got the premium reduction. Rossville recently applied to get into the CRS. He was glad they were participating. They would benefit directly from it. Only two entities in Shawnee County participated in the program.

Mr. Macfee said staff had spent a lot of time working to get the improved ratings and not a lot of people knew about the program and that it would save them a lot of money.

Mr. Beagle said when he received notification from the ISO on our rating, he would present the information to the Planning Commission and the County Commission. He wanted to cover the full scope of the Community Rating System and the different areas for which we received credit points. It would draw attention to what was completed above and beyond just simply administering the floodplain regulations. Mr. Macfee said it wouldn't hurt to provide the facts.
3. Comprehensive Plan Proposal

Mr. Beagle said in addition to the building code committee, Commissioner Cook had requested him to prepare and submit a proposal for a Comprehensive Plan and place it on the agenda for their consideration. He said his current proposal was similar to the one he submitted in 2013 to the County Commission. It defined what a Comprehensive Plan was, the benefits, the projected cost for development and the expected time frame for completion. It was due this month if possible. A copy would be provided to the Planning Commission upon completion.

At this point, the most realistic way to develop a Comprehensive Plan was to utilize a professional planning consultant much like Parks and Recreation used to develop the County Parks and Recreation Master Plan. It would require a budget of $100,000-$150,000 and take 18 to 24 months before there would be a finished product. Public support and input would need to be solicited throughout the process. In order to fund the proposal, he was going to propose to encumber the $50,000 from the 2015 budget. If that amount could be encumbered and combined with the $50,000 that was allocated in the 2016 budget, there would be approximately $100,000 to go out for bid to retain a consultant. He said there was no guarantee as to the County Commission’s decision but hoped they would see the benefit in having a Comprehensive Plan and being a positive thing for the county.

Mr. Marolf asked what happened with the professor who offered to help them when the group visited the Manhattan Planning Commission. Mr. Beagle said K-State Professor John Keller had retired and the program went with him. The program had been in place for the last 20-30 years and utilized a graduate student planning team who would work with a community to develop a Comprehensive Plan. Their proposed Plan wouldn’t be as elaborate as what hiring a consultant would be but it would cover everything and cost about $5,000. He wasn’t aware if K-State had continued the program. He would contact them if that was the direction the County Commission indicated. When he made his proposal to the County Commission in 2013, no action was taken. The professor then announced he was retiring and didn’t know if the program would continue. Mr. Beagle has not had any contact with K-State since then.

Ms. Johnson asked why there was such a rush to complete this now. They had been bringing this up. She asked if they had $100,000 in 2013. Mr. Beagle said they didn’t. Ms. Johnson thought they had that amount at one time. Mr. Beagle said in 2003 when the Planning Department originated, the money that was earmarked for the Joint City-County Planning Program was used for the Planning Department’s operating budget. After the first year of operation, he requested to encumber the unexpended balance which was a little over $100,000 and earmarked for a Comprehensive Plan. By unanimous vote, the County Commission approved it. The following year when he approached the County Commission to start the process of comprehensive planning, he didn’t get anywhere with that. The money sat for about three years before they absorbed it back into the General Fund.

Ms. Johnson questioned why Commissioner Cook needed it by the end of the month. Mr. Beagle didn’t know. The County Commission had given him four directives to accomplish. Mostly they were the result of his continued insistence that if there was going to be a fully functional and operational Planning Department and planning program, certain things needed to be accomplished which included the adoption of a Comprehensive Plan, the adoption of a building code and then also possibly a code court which would be a different means by which to adjudicate violations of county adopted rules and regulations. Then they threw in also an analysis of the pros and cons associated with reconsolidating the planning programs.

To date, he had submitted three of the requests. The Building Code Exploratory Committee was underway. He had submitted a background paper on the development of a Comprehensive Plan. He also submitted background information about the development of a code court.
Commissioner Cook called him and said he wanted the question of a Comprehensive Plan at least addressed and wanted it put on the County Commission Agenda for consideration. At least there would be some formal discussion on the Plan. He said he would appreciate any input of the Planning Commission in identifying individuals who would support the possibility of a Comprehensive Plan. He had talked to the Shawnee County Conservation District with regard to natural resource conservation as well as agriculture land preservation. They were supportive of the idea of a Comprehensive Plan and wanted to be involved in any future discussion. He said any testimony before the County Commission would be welcomed. The Comprehensive Plan was the foundation for decision making and set a consistent policy for looking at the future of Shawnee County.

Adjournment:

Mr. Marolf moved to adjourn, seconded by Mr. Jacques. A unanimous voice vote declared the public hearing be adjourned, which was at 6:47 p.m.
CONDITIONAL USE PERMIT REPORT

SHAWNEE COUNTY PLANNING DEPARTMENT

APPLICATION NO.: CU15/04

APPLICANT: Soldier Township

PROPOSAL: Requesting a Conditional Use Permit to authorize and expand a public use facility (township road maintenance facility) on property currently zoned “RA-1” Rural Agricultural District and located at 220 and 334 NW 62nd Street in Soldier Township.

PRESENT USE: The subject property comprises 9.19-acres and consists of the existing township road maintenance facility at 334 NW 62nd Street and area of proposed expansion at 220 NW 62nd Street. 334 NW 62nd Street: This is the current location of the Soldier Township road department and consists of 6.10-acres. The township established the road department at this location in the 1950’s and is used to store equipment and materials in connection with their road maintenance operations. The western portion of the site is located within the 100-year floodplain associated of Indian Creek. The site is presently occupied by a 4,480 square foot shop building, a 2,430 square foot equipment building, a 1,170 salt shed, a 585 square foot storage shed, and, gas pumps. All structures are either partially or wholly within the 100-year floodplain associated with Indian Creek. 220 NW 62nd Street: This site, located immediately east of the township maintenance facility, comprises 3.09-acres and was recently acquired by Soldier Township. A single-family dwelling presently occupies the site.

The proposed Conditional Use Permit is sought to bring the existing township road maintenance facility into compliance with the Zoning Regulations and provide for its expansion onto 220 NW 62nd Street. For additional information, please refers to the applicant’s written description and accompanying site plan.

PROPOSED USE: In accordance with Section 2.02(c)(2) of the Shawnee County Zoning Regulations, Soldier Township has initiated application for a Conditional Use Permit to bring the existing township road maintenance facility into compliance with the zoning regulations and allow for its expansion onto adjoining property. Except for expansion onto 220 NW 62nd Street, the operation of the existing road maintenance facility will not change.

The applicant indicates the proposed expansion is sought to allow for growth of the facility and accommodate new storage locations outside of the floodplain. Soldier Township eventually replace the existing single-family dwelling with a 875 square foot office building. Additional improvements planned for the site include a 6,000 square foot maintenance building, a new 806 square foot salt shed in place of the existing salt shed, and, relocation of the fuel station out of the floodplain. Soldier Township indicates there are no immediate plans for construction as a budgeted has not yet been set providing for their construction. The six (6) foot chain-link fence topped with three (3) strands of barbwire
encompassing the existing facility will be extended to encompass 220 NW 62nd Street as well. The existing drive entrance on NW 62nd Street will be gated to provide for controlled access.

CHARACTER OF NEIGHBORHOOD: The subject property is located approximately four (4) miles north of the City of Topeka in an area comprised of a diverse mixture of large acreage agricultural tracts of land and single-family residential development. Residential development consists of both platted residential subdivisions on smaller lots and independent rural residential lots extending along township and county roadways. More immediately, the subject property is bounded to the north and west by farmland and rural residential homesites to the south and east. Based on prevailing development patterns, this area is expected to continue to transition to low density residential development over an extended period of time.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

<table>
<thead>
<tr>
<th>ZONING CLASSIFICATION</th>
<th>PRESENT LAND USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: “RA-1” Rural Agricultural District</td>
<td>Agricultural</td>
</tr>
<tr>
<td>South: “RA-1” Rural Agricultural District</td>
<td>Rural Residential</td>
</tr>
<tr>
<td>East: “RA-1” Rural Agricultural District</td>
<td>Rural Residential</td>
</tr>
<tr>
<td>West: “RA-1” Rural Agricultural District</td>
<td>Agricultural</td>
</tr>
</tbody>
</table>

GUIDELINES FOR EVALUATION: In order to protect the integrity and character of the zoning district in which the proposed use is located; and to minimize adverse effects on surrounding properties and neighborhoods, all conditional use permit applications shall be evaluated in accordance with the guidelines established in Section 25.02 of the Shawnee County Zoning Regulations.

1) **Land Use Compatibility:** The proposed Conditional Use Permit does not result in the removal of present restrictions of the “RA-1” District, but, would specifically authorize the additional use of public use facility (township road maintenance facility) on the site. The site’s present classification is consistent with surrounding zoning patterns and the predominant rural character of this area and remains suitable for the uses to which presently restricted. A public use facility is defined as any building, structure, utility, facility or use of land held, used, controlled exclusively for public purposes by any department or branch of government. Accordingly, a public use facility can be anything from a sewer pump station, airport, water treatment plant, or road maintenance facility. Given the tremendous variability in the types of public use facilities, they are subject to a Conditional Use Permit to assure a specific public use facility is compatible with area property in a location proposed. It is for this reason that such operations require a public hearing and are subject to reasonable conditions to maximize compatibility with surrounding properties once it is determined that the proposed use is consistent with the area in which proposed.

The Soldier Township road maintenance facility has operated from 334 NW 62nd Street since the 1950’s. For the past 60-years, despite its presence, the road maintenance facility has not deterred the development of neighboring property along NW 62nd Street for rural residential land use. It does not appear that the operation of the existing facility has had a negative impact on the use and enjoyment of neighboring residential property.

The proposed expansion to include the neighboring 3-acre parcel at 220 NW 62nd Street as part of the facility will not dramatically change on-site operations. The existing dwelling will, in
time, be replaced by a new smaller office building, and a new 6,000 square foot maintenance building will be constructed in the north-half of the property. The hours of operation of the existing facility and on-site operations are not otherwise anticipated to change by the addition of the 3-acre parcel. The proposed expansion will bring the township road maintenance facility in closer proximity to an existing single-family dwelling east and south, respectively. To minimize the potential impact of the proposed expansion on neighboring residential property to the south and east, screening can be required to be placed around the perimeter of the expanded property. Otherwise the proposed expansion is not anticipated to have any greater impact on neighboring property than that of the existing township road maintenance facility.

2) **Height and Scale:** The existing road maintenance facility consists of four (4) structures ranging in size from a 585 square foot shed to a 4,480 square foot shop building. The addition of the property at 220 NW 62nd Street will permit the replacement of the existing single-family dwelling with a new 875 square foot office building, and, construction of a 6,000 square foot maintenance building and 806 square foot salt storage building. Except for the proposed office building, the other structural improvements will be located in the north-half of the property. The height and scale of proposed improvements on 220 NW 62nd Street will be consistent with that of the existing township road maintenance facility.

3) **Site Development:** The existing road maintenance facility occupies an approximate 6.10-acre site and accessible by three (3) gated drives on NW 62nd Street. The site is occupied by four (4) structures along with material stockpiles and equipment storage. The entire site is enclosed by a six (6) foot chain-link fence topped by three (3) strands of barbwire. A good part of the western portion of the site is located within the 100-year floodplain of Indian Creek which also traverses the western portion of the property.

The proposed Conditional Use Permit would authorize the attachment of the adjoining three (3) acre parcel at 220 NW 62nd Street as part of the existing road maintenance facility. The proposed expansion would permit the township to relocate equipment and stockpiles out of the 100-year floodplain and provide for additional interior storage space. The perimeter of the proposed site expansion will also be enclosed by the six (6) foot chain-link fence topped with barbwire. The existing entrance on NW 62nd Street serving 220 will also be gated. The proposed expansion will keep the more intense operational areas to the northern portion of the site and away from neighboring residential property on NW 62nd Street.

4) **Building Design:** All structures serving the property are existing except for the construction of a new 875 square foot office building in-lieu of the existing dwelling on 220 NW 62nd Street and the addition of a new maintenance building and salt shed. The character of existing structures on the property has been established for a long period of time.

5) **Operating Characteristics:** Soldier Township indicates that during the Summer months (April – October) the road maintenance facility operates Monday through Thursday from 6:00 am to 4:30 pm. For the rest of the year, the facility operates Monday through Friday from 7:00 am to 3:30 pm. There are occasional extended hours of operation during the Winter months for snow removal. The applicant indicates that the only off-site impact associated with the facilities operation is the occasional sound of trucks or equipment when entering or leaving the property. They estimate that on-site operation of equipment would be confined to the north side of the property and operate less than 20% of the time. Even with the proposed expansion onto the adjoining three (3) acre parcel, the road maintenance facility will continue to be surrounded by a
50.5-acre farm to the north, east, and west. The proposed Conditional Use Permit including the site expansion is not anticipated to have any greater impact on area property than that of the existing facility. Should the visual character of on-site operations be cited as a concern with respect to the proposed expansion, screening can be incorporated as part of the expanded perimeter fencing.

6) **Public Facilities:** All essential public utilities, services and facilities are presently available to the site and will not be overburdened by this proposal.

7) **Interim Development Guidelines:** The subject property is part of a rural/agricultural area in northwest Shawnee County. Pursuant to the general development policies of the Interim Development Guidelines, the predominant emphasis for development in the Rural Area should be the retention of commercial agriculture and its supporting land use, and single-family dwellings at low and moderate densities with adequate public facilities and services. The general land use policy for residential land use within the Rural Area indicates that residential uses which are compatible with farm operations, and which can be adequately served by rural water districts, on-site sewage disposal systems and have access to properly designed public streets shall be permitted on minimum lot sizes. A proposal will be considered appropriate if it does not conflict with the land use policies of the area. There are no standards contained in the Interim Development Guidelines specific to public use facilities. Despite that, the expansion of the existing township road maintenance facility should not conflict with the land use policies for this area. The existing facility has been a regular part of this area for the last 60-years with no apparent conflict with neighboring properties. Even with the facilities presence, it is not deterred the improvement of neighboring property on NW 62nd Street for rural residential development. Accordingly, the proposed site expansion sought by the Conditional Use Permit is not anticipated to have any greater impact on area property than that of the existing facility.

**LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION:** The proposed Conditional Use permit is sought with respect to the existing township road maintenance facility at 334 NW 62nd Street and adjoining property immediately east at 220 NW 62nd Street. The proposed request will bring the existing facility into compliance with the Zoning Regulations and permit its expansion onto the adjoining property. The existing township road maintenance facility has been in operation since the 1950’s. The dwelling occupying the site of proposed expansion was originally constructed in 1988.

**COMPLIANCE OF THE PROPOSAL WITH THE ZONING CODE AND SUBDIVISION REGULATIONS:** The proposed conditional use permit appears to be in conformance with applicable provisions of the Comprehensive Zoning Regulations, including the Guidelines for Evaluation of Section 25.02 thereof.

**CONCERNS OF STAFF AND REVIEWING AGENCIES:** The proposed Conditional Use Permit and site development plan have been submitted to all applicable reviewing agencies for consideration and comment. No significant issues or concerns were expressed by reviewing staff in regard to code compliance or the provision of public services.

**ADDITIONAL FACTORS:**

1. Flood Hazard Area: 100-Year Floodplain of Indian Creek
2. Airport Hazard Area: Not Applicable
3. **Historic Properties:** No register properties within 500 feet

**PLANNING STAFF RECOMMENDATION:** The Planning Staff recommends **APPROVAL** of this proposal, subject to:

1. Use and development of the site as a *public use facility* (township road maintenance facility) in accordance with the Conditional Use Permit site plan titled Soldier Township Maintenance Facility dated August 12, 2015.

2. Compliance with the applicants written description

3. The perimeter fencing encompassing the 220 NW 62nd Street portion of the site be installed prior to the use of any portion of the property.

4. If required as a result of the public hearing, an opaque screen be installed along the south and east portions of the area of proposed expansion.

5. Should the property cease use as a public use facility as authorized for a period of 24 consecutive months, the Conditional Use Permit shall expire and become null and void.

**Attachments:**

1. Aerial Vicinity Map (Close View).
2. Aerial Vicinity Map (Broad View).
3. Written Narrative.
4. Conditional Use Permit Site Plan.
Written Description: CU10/06 by Soldier Township

Soldier Township covers a 63 square mile area of northeast Shawnee County bounded on the North by Jackson County, on the East by Jefferson County, the South the City of Topeka, and on the West is the Old Pottawatomie Indian Reservation line or approximately ½ mile west of highway 75. The community is a mixture of residential, farm, commercial and industrial. We are an ever growing area with a large number of new homes built in the northern half of the township. Soldier Township is the largest township in the state by area, population (over 13,000), and in valuation.

Our public work department is manned at its current location of 334 NW 62nd Street. There has been significant growth since that time in the northern portions of the township and we anticipate more new construction in the future. Our road department is responsible for several items, and they take place at our location.

1. Soldier Township collects and recycles used motor and hydraulic oil from residential and agricultural users.

   We use the collected oil to heat our road department building located at 334 NW 62nd Street. By using used oil, the Township is able to lower our overall operating costs to heat this building.

2. The Road Department provides snow & ice removal for all township roads.

   During severe winter weather, the main roads will be cleared first for traffic flow, followed by the smaller neighborhood roads. We will use our larger trucks for the main roadways and a smaller pickup trucks for your neighborhood.

3. The Road Department monitors work within the right of way throughout Soldier Township.

The equipment used to perform these duties on top of paving, roadway maintenance and signage are stored on the project site.

The new property acquired on the east side of the property allows for growth and new storage locations outside of the flood zone. A new building will be constructed in the future, but nothing is currently budgeted for the new building.
**Description:** Shawnee County is a participating community in the National Flood Insurance Program (NFIP). In exchange for adopting NFIP compliant floodplain management regulations, the NFIP makes federally back flood insurance to property owners in the county. In 2011, Shawnee County qualified for admission in the Community Rating System (CRS), a voluntary incentive program administered by the NFIP that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Shawnee County entered the CRS program as a Class 9 community. Flood insurance policy holders in the county receive a 5% premium reduction based on extra activities conducted by the county that are designed to increase flood awareness and reduce flood risk.

Every five (5) years, CRS communities must go through a recertification process. Documentation submitted with our original application must now be resubmitted and recertified. As part of this process, the Chief Executive Officer for the county must sign-off on two (2) form verifying that the County is continuing to implement the activities for which the county is seeking credit; and, that the county is maintain flood insurance on insurable buildings the county owns within the Special Flood Hazard Area (SFHA).

**County Commission Action:** Consideration by the Board of County Commissioners and authorization for the Commission Chair to sign and execute two (2) forms as part of the County’s five (5) year recertification in CRS.
Memo

To: Shawnee County Board of Commissioners
From: Barry Beagle, Planning Director
Date: September 28, 2015
Re: Community Rating System (CRS)

In 2011, Shawnee County qualified for admission in the Community Rating System. The CRS is a voluntary incentive program administered by the National Flood Insurance Program (NFIP) that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's actions meeting the three (3) goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP; and
3. Encourage a comprehensive approach to floodplain management.

Shawnee County has been a participating community in the National Flood Insurance Program since 1982. In exchange for adopting NFIP compliant floodplain management regulations, the NFIP makes flood insurance available to property owner in the community. For communities participating in CRS, flood insurance premium rates are discounted in increments of 5% ranging from a Class 9 community that receives a 5% discount to a Class 1 community that would receive a 45% premium reduction. A Class 10 community is not participating in the CRS and receives no discount. Shawnee County was admitted into CRS in 2011 with a Class 9 rating.

Along with annual renewal, every five (5) years CRS communities must go through recertification. All the documentation associated with our original application must now be recertified. There are 18 activities organized under four (4) categories for which a community may receive credit:

1. **Public Information.** This category credits programs that advise people about the flood hazards, flood insurance, and ways to reduce flood damage. The activities also provide data that insurance agents need for accurate flood insurance rating.

2. **Mapping and Regulations.** This category credits communities that enact and enforce regulations that exceed the NFIP minimum standards, so that more flood protection is provided for new and existing development.

3. **Flood Damage Reduction.** This category credits programs that reduce flood risk to existing buildings. Damage reduction measures include acquiring, relocating, or retrofitting existing buildings; maintaining and improving drainageways and retention basins; and planning for the best way to implement these and other loss prevention and reduction activities.
4. **Warning and Response.** This category focuses on emergency warning and response, because adequate notification combined with a plan for how to respond can save lives and prevent and/or minimize property damage. These activities emphasize coordinating emergency management functions with the communities other floodplain management efforts.

As part of our five (5) year recertification, Shawnee County will be seeking credit for activities within all four (4) series.

**Requested Action.** As part of our document to the Insurance Services Office (ISO) that reviews and rates Shawnee County's credit under CRS, the Chief Executive Officer needs to sign-off on two (2) specific forms. Form CC-230 verifies the County is implementing the activities for which we are requesting credit; and, Form CC-213 verifies that Shawnee County is maintaining flood insurance policies that have been required as a condition of federal financial assistance for insurable buildings owned by the County in the Special Flood Hazard Area (SFHA).

Both forms need to be executed and submitted as part of our recertification in the CRS.

Enc.
Community: Shawnee County
State: Kansas
CID: 200331

CC-230 Verification

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<thead>
<tr>
<th>Date of visit</th>
<th>FIRM Effective Date</th>
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<td>June 18, 2015</td>
<td>June 1, 1982</td>
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<th>Population</th>
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<table>
<thead>
<tr>
<th>County</th>
<th>ISO/CRS Specialist</th>
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</thead>
<tbody>
<tr>
<td>Shawnee</td>
<td>Melissa Mitchell</td>
</tr>
</tbody>
</table>

Coordinator's Manual Year: 2013

Chief Executive Officer: Kevin Cook
Title: Chair
Address: 200 SE 7th Street, Topeka, KS 66603
Phone: 785-251-4040
E-mail: commission@snco.us

CRS Coordinator: Barry T. Beagle
Title: Planning Director
Address: 1515 NW Saline Street, Suite 102, Topeka, KS 66618
Phone: 785-251-5410
E-mail: barry.beagle@snco.us

I hereby certify that Shawnee County, Kansas is implementing the following activities [check the ones that apply]. We will continue to implement these activities and will advise FEMA if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist's verification visit and will submit the documentation and annual recertification needed to validate our program.

- ✓ 310 (Elevation Certificates)
- ✓ 320 (Map Information Service)
- ✓ 330 (Outreach Projects)
- ✓ 340 (Hazard Disclosure)
- ✓ 350 (Flood Protection Information)
- ✓ 360 (Flood Protection Assistance)
- ✓ 370 (Flood Insurance Promotion)
- ✓ 410 (Floodplain Mapping)
- ✓ 420 (Open Space Preservation)
- ✓ 430 (Higher Regulatory Standards)
- ✓ 440 (Flood Data Maintenance)
- ✓ 450 (Stormwater Management)
- ✓ 510 (Floodplain Management Planning)
- ✓ 520 (Acquisition and Relocation)
- ✓ 530 (Flood Protection)
- ✓ 540 (Drainage System Maintenance)
- ✓ 610 (Flood Warning and Response)
- ✓ 620 (Levees)
- ✓ 630 (Dams)

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of Federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the Special Flood Hazard Area is reduced by the amount of National Flood Insurance Program flood insurance coverage (structural and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed (Chief Executive Officer)
Community: Shawnee County  
State: Kansas  
CID: 200331 (6-digit NFIP Community Identification Number)

**CC-213 Recertification**

<table>
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<tr>
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<tbody>
<tr>
<td>If there are any changes or corrections to the information below, please cross out the old item and write in the correction.</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td>Kevin Cook</td>
</tr>
<tr>
<td><strong>Title</strong></td>
</tr>
<tr>
<td>Chair</td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
</tbody>
</table>
| 200 SE 7th Street  
Topeka, KS 66603 | 1515 NW Saline Street, Suite 102  
Topeka, KS 66618 |  
| **Phone** | **Phone** |  
| 785-251-4040 | 785-251-5410 |  
| **E-mail** | **E-mail** |  
| commission@snco.us | barry.beagle@snco.us |  

I hereby certify that Shawnee County, Kansas, [community name] is continuing to implement the activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signed ___________________________ (Chief Executive Officer)
MEMORANDUM

DATE: September 28, 2015

TO: Board of County Commissioners
   Kevin Cook, 2nd District, Chair
   Shelly Buhler, 1st District, Vice Chair
   Bob Archer, 3rd District, Member

FROM: Andrew Howell
      Election Commissioner

AGENDA DATE: Monday, October 5, 2015 (Consent Agenda)
RE: Permission for destruction of ballots

Requested Action: Commission approval for the destruction of ballots and the designation of Election Office staff to be present during the destruction.

Description: The Election Commissioner is requesting permission to destroy all ballots that meet the statutory criteria. Pursuant to K.S.A. 25-2708, local election ballots may be destroyed after six months and ballots for state and federal elections shall be destroyed after 22 months. Ballots are shredded and the paper is recycled.

If approved, the destruction schedule would call for the destruction of the ballots for the following elections in October, 2015:
- 2012 August Primary,
- 2012 November General, and
- 2014 April USD 501 Mail Ballot Election

and the destruction of the ballots for the following elections in January, 2016:
- 2015 City Spring Primary,
- 2015 City/School Spring General,
- 2015 June USD 437 Mail Ballot Election, and
- 2015 June USD 501 Mail Ballot Election

The statute requires that the Board of County Commissioners designate "electors of approved integrity and good repute", who will work in pairs as members of the two leading political parties. It is recommended the Election Office staff be so designated for this project.

Thank you for your time and consideration.

MS

O:\Common\AsstComm\MS\BCCAgenda\items\BCCAgenda2015\PermissionToDestroyBallots2015Sept28.doc

http://www.snco.us/election/ electionoffice@snco.us
September 24, 2015

TO: Board of Commissioners
    Shawnee County

FROM: John E. Knight, Director
       Parks and Recreation

RE: Geotechnical Services Contract – Lake Shawnee Spillway Improvements

Board of Commissioners approval is requested on the attached contract between Terracon and Shawnee County. This contract provides for Terracon to perform geo-technical services for the Lake Shawnee spillway improvement project.

On August 6, 2015, the Board of Commissioners authorized parks and recreation to solicit the services of Professional Engineering Consultants (PEC) to perform the necessary design work for the improvements. This contract and the findings of the geo-technical work will be incorporated into the final design product from PEC but is not part of the contract with PEC.

The total cost of the geo-technical work is $2,900; the funding source is Certificates of Participation.

JEK/gcl
TB
September 21, 2015

Shawnee County Parks and Recreation
c/o PEC
1263 SW Topeka Boulevard
Topeka, Kansas 66612

Attn: Mr. William R. Buck, P.E.
P: [785] 842-6464
E: William.Buck@pec1.com

Re: Proposal for Geotechnical Engineering Services
Lake Shawnee Spillway Retaining Walls
Topeka, Kansas
Terracon Proposal Number: P14150108

Dear Mr. Buck:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing geotechnical engineering services for the referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

1.0 PROJECT INFORMATION

Site Location and Project Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>This project is located northwest of the intersection of 29th Street and West Edge Road in Topeka, Kansas.</td>
</tr>
<tr>
<td>Existing improvements</td>
<td>The site is improved with the principal spillway for Lake Shawnee and is improved with a series of two retaining walls as pictured below.</td>
</tr>
</tbody>
</table>

Terracon Consultants, Inc. 3113 SW Van Buren Street Topeka, Kansas 66611

Geotechnical □   Environmental □  Construction Materials □   Facilities
Proposal for Geotechnical Engineering Services
Lake Shawnee Spillway Retaining Walls • Topeka, Kansas
September 21, 2015 • Terracon Proposal No. P14150108

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Planned improvements</td>
<td>We understand subsidence has occurred below the existing retaining walls. As such, the project will include the evaluation of the existing spillway retaining walls by PEC with the plan to redesign and reconstruct the walls.</td>
</tr>
<tr>
<td>Previous explorations</td>
<td>Terracon has performed previous explorations for the block walls present within the spillway area and for the pedestrian bridge located north of the spillway. We plan to utilize the results of these earlier explorations in the formulation of our recommendations.</td>
</tr>
</tbody>
</table>

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – Based on the proposed structure and our familiarity with soil conditions at this site, we propose to perform two (2) borings; one on the west end of each spillway retaining wall. The south boring will extend to a depth of approximately 25 feet and the north boring to a depth of approximately 10 below existing ground surface. The borings will terminate upon encountering auger refusal.

Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Three samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. In addition we will observe and record groundwater levels during and immediately after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.

Conditions/Items to be provided by Client – Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the Kansas One Call Service for location of utilities in public easements. Location of private lines on the property is not part of the One Call Service or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

Our fee is based on all borings being accessible to our truck-mounted drilling equipment; additional costs may result if this is not the case. Boring locations will be determined by Terracon at the time of drilling using a scaled site plan provided by the client. Terracon will take reasonable
efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes with auger cuttings. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Terracon personnel will locate borings approximately by measuring distances from available site features using a cloth tape or calibrated wheel and estimating right angles. Terracon personnel will determine approximate elevations at the borings using a surveyor’s level and rod. A convenient reference point on the site will be used as a temporary benchmark unless a specific reference point is identified on a plan provided to us. If more precise locations and elevations are required, we understand the client will locate borings and determine elevations.

For safety purposes, all borings will be backfilled immediately after their completion. Excess auger cuttings would be disposed of on the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request or grout the holes, but this would involve additional cost.

**Laboratory Testing** – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests (unconfined compression/hand penetrometer), as appropriate.

**Engineering Analysis and Report** – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Kansas. Based on the results of our evaluation, an engineering report will be prepared which will include the following:

- Computer generated boring logs with:
  - Soil stratification based on visual soil classification
  - Laboratory test results
  - Boring elevations relative to a temporary benchmark
- Summarized laboratory data
- Groundwater levels observed during and after completion drilling
- Boring location plan
- Subsurface exploration procedures
- Encountered soil and bedrock conditions
- Lateral earth pressures – existing and new construction
- Earthwork recommendations
Schedule – We can generally commence drilling within about 7 to 10 working days of receiving written notice to proceed, site and weather conditions permitting. Our finalized geotechnical engineering report can typically be submitted within about 10 to 15 working days of the completion of drilling. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs. Please contact us if this schedule is not acceptable.

3.0 COMPENSATION

For the requested scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the lump sum total fee would be $2,900. Unless instructed otherwise, the invoice will be sent to the addressee of this proposal.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

4.0 AUTHORIZATION

We appreciate the opportunity of submitting this proposal, and are available to discuss the details with you. To authorize us to proceed with the proposed services please indicate by signing and returning one executed copy of the attached Agreement for Services to us. Acceptance of our proposal will be considered permission by the owner for our entry onto the site.

We appreciate your consideration of Terracon for this work, and look forward to working as your geotechnical consultant on this and future projects.

Sincerely,
Terracon Consultants, Inc.

Jamie M. Klein, P.E.
Geotechnical Engineer

Stephen B. Pretsch, P.E.
Principal / Office Manager

Attachment: Agreement for Services
Copies: 1 – Addressee (.PDF)
AGREEMENT FOR SERVICES

This AGREEMENT is between Shawnee County Parks and Recreation ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lake Shawnee Spillway Retaining Walls project ("Project"), as described in the Project Information section of Consultant's Proposal dated 09/22/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely on data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance and Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Consultant will pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Consultant understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. LIMITATION OF LIABILITY. Client and Consultant have evaluated the Risks and Rewards Associated with this Project, including Consultant's fee, relative to the risks assumed, and agree to allocate certain of the associated Risks, to the fullest extent permitted by law, the total aggregate liability of Consultant and its related corporations and employees to Client and third parties granting reliance is limited to the greater of $50,000 or Consultant's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's Services or this Agreement. Prior to acceptance of this Agreement and upon written request from Client, Consultant may negotiate a higher limitation for additional consideration. This limitation shall apply regardless of available professional liability insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, or other recovery. This limitation shall not apply to the extent the damage is paid under Consultant's commercial general liability policy.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPLIED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single
10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform the Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Consultant's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Consultant's contractor or other party from its liability for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Consultant's contractor or subcontractors and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposal. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Consultant shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or transporter of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Consultant's contractors, subcontractors, or other parties present at the site.

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Reference Number: P14569108
Approved as to Legality

<table>
<thead>
<tr>
<th>Consultant: Terracon Consultants, Inc.</th>
<th>Client: Shawnee County Parks and Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name/Title: Stephen B. Pretzch / Office Manager</td>
<td>Name/Title:</td>
</tr>
<tr>
<td>Address: 3113 SW Van Buren St</td>
<td>Address:</td>
</tr>
<tr>
<td>Topeka, KS 66611</td>
<td></td>
</tr>
<tr>
<td>Phone: (785) 267-3310 Fax: (785) 267-3382</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:Steve.Pretzch@terracon.com">Steve.Pretzch@terracon.com</a></td>
<td>Email:</td>
</tr>
</tbody>
</table>

Reference Number: P14569108
Approved as to Legality

ASST. CO. COUNSELOR
Rev. 3-14
The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ___ day of ______________, 20__.

1. TERMS HEREIN CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other state or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges, and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: ________________________________
Title: ______________________________
Date: ______________________________

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair
Date: ______________________________

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, and said contract being dated the 25th day of September, 2015.

1. TERMS HERIN CONTROLLING PROVISIONS. It is expressly agreed that the terms of this contract and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 1b-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County; Parties to this contract understand that subscriptions (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find that the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that each person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property or which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: ____________________________

Stephen Pretsch/Office Manager

Title: ____________________________

Date: 9/25/2015

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date: ____________________________

ATTTEST:

Cynthia A. Beck, Shawnee County Clerk

Approved as to Legality and Form: 12/10/15

SST. CO. COUNSELOR
September 4, 2015

Commissioners Kevin Cook, Michele Buhler and Bob Archer
Shawnee County Commission
200 SE 7th Street
Topeka, KS 66603

Dear Commissioners Cook, Buhler and Archer:

As the Workforce Innovation & Opportunity Act of 2014 (Federal Public Law 113-128) Chair of the Chief Elected Officials Board (CEOB) for Local Area II in Kansas, I am contacting you to request your input regarding the enclosed drafts of the Chief Elected Officials Agreement and the Chief Elected Officials Bylaws. The Workforce Innovation & Opportunity Act (WIOA) has replaced the Workforce Investment Act of 1998 (WIA) effective July 1, 2015 and, as required by the WIOA, a new Chief Elected Officials Agreement must be produced and signed by Local Area II Chief Elected Officials. Local Area II Chief Elected Officials Board Bylaws will need revised to comply with the new WIOA as well.

For your review, a copy of the Agreement approved and signed by Local Area II Chief Elected Officials for the WIA in 2000 is also enclosed. The WIOA law can be accessed at: http://www.doleta.gov/wioa/docs/BILLS-113hr803enr.pdf. Section 107. Local Workforce Development Boards, (c) Appointment and Certification of Boards—(1) (B) Multiple Units of Local Government in Area, has information regarding the roll of the CEOB and Section 107(d) (12) Budget and Administration (B) (i) Grant Recipient, provides information regarding fiscal responsibilities of the Chief Elected Officials.

The WIOA Law's time line for completion of the Agreement by all Local Areas is from July 1, 2015 to June 30, 2016. Since the CEOB for Local Area II will be meeting on November 4, 2015 and the next tentatively scheduled meeting is February 3, 2016, the enclosed draft will need your review and comment with a response deadline of October 9, 2015. The CEOB will consider revisions and approval of a final Agreement document on November 4 along with approving the final draft of the CEOB Bylaws. The CEO Agreement will then be sent to all Local Area II County Commissions and the City of Topeka for signature by the then-seated County Commission Chair or City Mayor. Thank you for responding at your earliest convenience.

Questions regarding the CEO Agreement and bylaws should be directed to Heartland Works, Inc. Executive Director, David Brennan who can be reached at 785-234-0500 or email, dbrennan@heartlandworks.org. Heartland Works, Inc. is our administrative entity, fiscal agent and program operator for WIOA funded programs in Local Area II. I can be reached at 785-238-4300, on Mondays at the Geary County Commission office.

We hope your County Commission will consider participating on the Chief Elected Officials Board for Local Area II. Participation is optional and a decision you will need to address. Attached is an Agreement to Participate form to be completed by the county commission chair. There are two options on the form and you will need to complete and sign one option. The first is an agreement to serve and whom, from your county commission, will be serving on the CEOB. The second option is your acknowledgement your county will be represented by other participating county commissioners on the CEO Board should you choose not to have one of
I, __________________________, as a representative of __________________________ County/City

wish to serve on the Chief Elected Officials Board (CEOB). I have reviewed the Chief Elected Officials Agreement and Bylaws and understand my responsibilities as a member of the Kansas Workforce Development Local Area II CEO Board.

Signature of County Commissioner to Serve on the Board Date

Signature of County Commission Chair/City Mayor Date

I, __________________________, as a representative of __________________________ County/City do not, at this time, wish to serve on the Chief Elected Officials Board (CEOB). I have reviewed the Chief Elected Officials Agreement and Bylaws and understand that designees from other Local Area II units of government will represent our county’s interests.

Signature of County Commission Chair/City Mayor Date