

**BOARD OF COUNTY COMMISSIONERS AGENDA
THURSDAY, DECEMBER 6, 2018, 9:00 AM
COMMISSION CHAMBERS, ROOM B-11**

I. PROCLAMATIONS/PRESENTATIONS

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Consider acceptance of easement and authorization to pay the property owners the agreed settlement amount of \$2,870.00 for the SW 37th Street Bridge over Tributary to Shunga Creek project—Public Works/Solid Waste.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

1. Consider all voucher payments.
2. Consider correction orders.

B. PUBLIC WORKS/SOLID WASTE—Curt Niehaus

1. Consider authorization and execution of **Contract C397-2018** with FreeState Electric Co-op, Inc for relocation of a pole located within a private easement which will conflict with the culvert replacement on NW Bailey Road over Snake Creek with a cost of \$4,170.34 from the Special Bridge Fund.

C. APPRAISER—Steve Bauman

1. Consider approval of a request for out-of-state travel for an employee to attend the Cartegraph National Conference to be held April 29-May 3, 2019 at a cost not to exceed \$2,500.00 with funding of \$995 paid from 2018 funds and the remaining from 2019 funds.
2. Consider authorization and execution of **Contract C398-2018** with ESRI for the purchase of an ArcGIS Network Analyst license as an extension to the current GIS software allowing testing and to improve routing and response time used for 911 and other in-house applications to include routing scenarios and event route planning at a cost of \$2,250.00 from the Land Records Fund.
3. Consider authorization and execution of **Contract C399-2018** with ESRI for the purchase of an additional 46 ArcGIS Online level 1 and 2 licenses for operation of mapping, GIS, and Cartegraph programs at a cost of \$5,000.00 from the Land Records Fund.

D. CORRECTIONS—Brian Cole

1. Consider approval of request for out-of-state travel for two employees to attend the American Correctional Association winter conference January 12-15, 2019 with the conference cost, flight and lodging for one employee being funded by the ACA accreditation agreement and the remaining costs of \$1,225.00 funded from 2019 budgeted training funds.
2. Consider approval of request for out-of-state travel for two employees from the Juvenile Detention Center to attend the 16th International Conference of Positive Behavior Support February 20-23, 2019, at a cost of \$3,000.00 from the Department of Corrections 2019 budget.

E. EXPOCENTRE—Kellen Seitz

1. Consider authorization and execution of Contract C400-2018, amendment to the Contract with Spectra to modify the Revenue Benchmark to \$1,560,000.00 for operating years of 2018 and 2019 due to projected revenues in the RFP and Financial Proforma building process no longer being received.

F. PARKS + RECREATION – John Knight

1. Consider authorization and execution of Contract C401-2018, amendment of Contract C318-2016 with Leroy Russell and the Shawnee County Parks and Recreation Foundation for continued maintenance for two years at Grant-Bradbury Park and continued haying of a portion of the Park.

G. ADMINISTRATIVE SERVICES—Betty Greiner

1. Consider approval of recommendation to award the bid for fuel purchases for various County agencies to Capital City Oil, Inc., and authorization for the County Counselor's office to negotiate a contract.
2. Consider approval of appropriation of transient guest tax to the Kansas Expocentre in an approximate amount of \$55,000.00.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS

**RIBBON CUTTING FOR THE RENOVATED SNACK BAR
IMMEDIATELY FOLLOWING COMMISSION MEETING**



III
1

Shawnee County
Department of Public Works

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867
785-251-6101 FAX 785-251-4920

CURT F. NIEHAUS, P.E.
DIRECTOR OF PUBLIC WORKS
COUNTY ENGINEER

MEMORANDUM

Date: November 29, 2018

To: Board of County Commissioners for **CONSENT AGENDA**

From: Thomas F. Flanagan, P.E. *Thomas F. Flanagan*
Deputy Director of Public Works

Re: Right-of-Way Acquisition
SW 37th Street Bridge over Trib to Shunga Creek / OSN 303
Project No. S-121048.00

Public Works has reached agreement with the property owner listed below for right-of-way necessary to construct the above referenced project.

Public Works requests authorization to pay the settlement amount listed below.

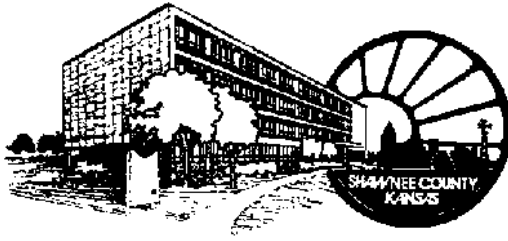
Owner	Item	Tract No.	Value
Topeka Round-Up Club Inc	Permanent Public Right-of-Way Easement	2	\$2,870.00

The Board of County Commission approved a Project Budget for this project at their regular schedule meeting of September 17, 2018.

Funding sources for this project come from the following:

- 2017 Countywide ½ cent Sales Tax – Bridges
- Public Works Special Bridge

attachment



B1

**Shawnee County
Department of Public Works**

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867
785-251-6101 FAX 785-251-4920

CURT F. NIEHAUS, P.E.
DIRECTOR OF PUBLIC WORKS
COUNTY ENGINEER

MEMORANDUM

DATE: November 28, 2018

TO: Board of County Commissioners (Consent Agenda)

FROM: Michael M. Welch, P.E. *MMW*
Civil Engineer II

RE: Utility Adjustment Agreement
Culvert Replacement, Project No. 121039.00
NW Bailey Road over Snake Creek
0.15 mi South of NW 70th Street

The Public Works Department requests your approval of the attached agreement with FreeState Electric Coop, Inc. concerning its facilities. One pole, located within a private easement, will conflict with our construction and requires relocation.

The financial impact of this request is an expenditure of \$4,170.34. Funding for this request will come from the Special Bridge Fund, (Account No. 27SC000 202). No detrimental budgetary implications are anticipated as a result of the approval of this request.

We request your approval of the contract.

Attachments

cc: Curt Niehaus
File

Project No. S-121039.00

SHAWNEE COUNTY

CONTRACT # C397-2018

AN AGREEMENT relative to performing certain
work and/or the occupancy of the County's
Highway Right-of-Way by the facilities of a utility

THIS AGREEMENT, made and entered into by and between FreeState Electric Cooperative, Inc., hereinafter referred to as the Company, and the Board of County Commissioners, Shawnee County, Kansas, hereinafter referred to as the County.

WHEREAS, the County proposes to construct Bridge Replacement Project No. S-121039.00

WHEREAS, the County and the Company enter shall enter into an agreement relative to occupancy of County Highway right-of-way or the vacating of additional right-of-way to be acquired by the County for the construction of this project; and

WHEREAS, Kansas Statutes, K.S.A. 17-1901 and Case Law provide that certain facilities may occupy space on the County's right-of-way.

NOW THEREFORE, BE IT AGREED:

1. That the Company will maintain, adjust or construct its facilities which are to occupy highway right-of-way as shown by plans for the above numbered project in conformance with the following provisions and/or as shown by the plan and description attached hereto and made a part of this agreement.
2. That the cost of the alterations, if any, shall be paid for as follows:
 - By the Company if located within existing road right-of-way
 - By the County if located within private easement
3. That the construction or alterations of the Company's facilities, if any, shall be completed by 45 days after the County furnishes to the Company the information indicated in Items 7 and 8 of this agreement and notifies the Company in writing that the right-of-way has been acquired and any necessary alterations may proceed.
4. That the Company will repair any damage to the County's right-of-way by the Company or its contractor.
5. That the Company will maintain its facilities in a manner which will not endanger the vehicular traffic on the highway.
6. That, in the event future highway improvements necessitate the removal or adjustment of said facilities now located on highway right-of-way and/or such facilities relocated on newly


acquired right-of-way for the construction of this Project, the Company will, upon request of the County, make such adjustments as required to accommodate any future highway improvement at no cost to the County. This provision will not apply to locations where the facilities are presently located on private easement which is included in any additional right-of-way acquired for this project and on which no alterations in the facilities are presently required.

7. That the County will furnish the Company copies of the plans for the Project.
8. That the County will provide alignment points for the use of the Company in locating its facilities.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement, in triplicate, on this ____ day of _____, 201__.

RECOMMENDED BY:

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS


Director of Public Works/County Engineer

Chair

ATTEST:

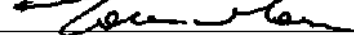
County Clerk

COMPANY

APPROVED AS TO LEGALITY
AND FORM:


Company (Company or Firm Name)

11-28-18 
County Counselor

By: 
(Signature of Authorized Agent)

Title: Staking Engineer



November 21, 2018

Shawnee County Public Works
1515 NW Saline Suite #200
Topeka, KS 66618

Re: Relocating pole on private right-of-way for bridge project #S-121039.00

The estimate to relocate the pole is \$4,170.34. Payment is required before we start work. This estimate includes the labor and material.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Loren Goss
Staking Engineer

East District Office
507 N. Union
McLouth, KS 66054

West District Office
1100 SW Auburn Rd.
Topeka, KS 66615

1-800-794-1989
www.freestate.coop
customer.service@freestate.coop




C/

Shawnee County
OFFICE OF COUNTY APPRAISER
Steve J Bauman, RMA

Memorandum

To: Board of Shawnee County Commissioners

From: Steve Bauman, Shawnee County Appraiser 

Date: November 28, 2018

Re: Agenda Request – Out of State Travel, Cartegraph National Conference.

I am requesting approval for out of state travel for Lee Allen, GIS Coordinator to attend the Cartegraph National Conference, specifically the Administrator Certification Class April 29th-30, 2019 in Denver, Colorado. Cartegraph is a GIS-centric program, and effective administration of the program involves administrating the work order side and the geospatial side. Lee currently acts as the back-up admin for Cartegraph, and by attending this class will continue to improve his knowledge in ongoing efforts to create a seamless enterprise application for multiple departments. Costs will not exceed \$2500, of which \$995 will be paid from 2018 and remaining from 2019. Previous approval was granted to one Parks and Recreation employee on Oct. 4th.



Shawnee County
OFFICE OF COUNTY APPRAISER
Steve J Bauman, RMA

C2

Memorandum

To: Board of Shawnee County Commissioners
From: Steve J. Bauman, Shawnee County Appraiser
Date: November 30, 2018
Re: Agenda Request – ArcGIS Network Analyst license

I am requesting approval for the acquisition of a ArcGIS Network Analyst license as an extension to our current GIS software. This will allow our GIS department to test and improve routing for the road centerline used for 911 and other in-house applications. Additional benefits include the creation of response time areas for local fire departments, routing scenarios, and event route planning.

The cost of this license is \$2,250. Funding for this item will be from the Land Records Fund as was approved by the Land Records Committee on November 9, 2018.



Quotation # 20535696

Date: August 28, 2018

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 19341 Contract # 2005MPA1199
County of Shawnee SHAWNEE COUNTY
Appraisers Office
1515 NW Saline Ste 100 CONTRACT # C398-2018
Topeka, KS 66618-2867
ATTENTION: Lee Allen
PHONE: (785) 251-6050
FAX: 785-291-4912

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/28/2018 To: 02/24/2019

Material	Qty	Description	Unit Price	Total
99736	1	ArcGIS Network Analyst for Desktop Concurrent Use License	2,250.00	2,250.00
			Item Total:	2,250.00
			Subtotal:	2,250.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$2,250.00

Once your order is processed, you will receive an email with your software authorization number along with instructions on how to download the software and complimentary data & maps from my.esri.com.

The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit <http://www.esri.com/software/maintenance> to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
100571	1	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	500.00	500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.


For questions contact: Stephanie Valderrama	Email: svalderrama@esri.com	Phone: 1-800-447-9778 ext. 2447 x2447
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> <p>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		



C3

Shawnee County
OFFICE OF COUNTY APPRAISER
Steve J Bauman, RMA

Memorandum

To: Board of Shawnee County Commissioners
From: Steve J. Bauman, Shawnee County Appraiser 
Date: November 30, 2018
Re: Agenda Request – ArcGIS Online additional users

I am requesting approval for the acquisition of 46 additional ArcGIS Online level 1 and 2 licenses. These are multi department licenses necessary for the operation of our mapping, GIS, and Cartegraph programs. We continue to expand the ArcGIS Online system to more county users.

The Cost of the additional licenses is \$5,000. Funding for this item will be from the Land Records Fund as was approved by the Land Records Committee on November 9, 2018.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: DAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 10/09/2018 To: 01/07/2019

Quotation # 20538273

Date: October 9, 2018

Customer # 19341 Contract #

County of Shawnee
 Appraisers Office
 1515 NW Saline Ste 100
 Topeka, KS 66618-2867

SHAWNEE COUNTY
 CONTRACT # ~~0899-2018~~

ATTENTION: Lee Allen
 PHONE: (785) 251-6050
 FAX: 785-291-4912

Material	Qty	Description	Unit Price	Total
153147	45	ArcGIS Online Named User Level 1 Term License	100.00	4,500.00
153148	1	ArcGIS Online Named User Level 2 Term License	500.00	500.00
			Item Total:	5,000.00
			Subtotal:	5,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$5,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman **Email:** bsherman@esri.com **Phone:** (909) 793-2853 x1254

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Quotation # 20538273

Date: October 9, 2018

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: OAM53

Customer # 19341 Contract #

County of Shawnee
Appraisers Office
1515 NW Saline Ste 100
Topeka, KS 66618-2867

SHAWNEE COUNTY
CONTRACT # 039-2018

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/09/2018 To: 01/07/2019

ATTENTION: Lee Allen
PHONE: (785) 251-6050
FAX: 785-291-4912

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any /all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman

Email: bsherman@esri.com

Phone: (909) 793-2853 x1254

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



D,
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**Shawnee County
Department of Corrections**

501 S.E. 8th Street - Topeka, Kansas 66607

Brian W. Cole, Director

Adult Detention Facility - 501 SE 8th - Topeka, Kansas 66607 - (785) 251-5000 - FAX (785) 251-4924
Youth Detention Facility - 401 SE 8th - Topeka, Kansas 66607 - (785) 251-6459 - FAX (785) 251-4963
Corrections Annex - 818 SE Adams - Topeka, Kansas 66607 - (785) 251-5000 - FAX (785) 251-4930

TO: Board of County Commissioners

FROM: Brian Cole, Director *sc*

DATE: November 28, 2018

SUBJECT: **Out-of-State Travel for Accreditation and Training Request**

I am requesting two employees with the Shawnee Department of Corrections to attend the American Correctional Association (ACA) winter conference in New Orleans, Louisiana January 12-15, 2019. During this conference, our agency will go through the final phase to complete the accreditation process. The last phase consists of accreditation panel hearings. The conference cost, flight and lodging for one employee will be funded by the ACA accreditation agreement. The cost of the conference, travel, accommodations and per diem for our remaining employee (approximately \$1,225) will be funded through the agency's budget training fund (10DF00050260).

The accreditation panel hearing is the last step in the accreditation process. The panel will discuss issues and raise questions relative to all aspects of our operations and participation in the process. The information presented during the hearing and in the visiting audit report is considered by the panel members in rendering the accreditation decision.

While there, this conference will also allow each of them to network with other professionals and vendors in the corrections industry. They will be able to take the pulse of what is happening with technologies, equipment, and processes, and hear ideas and solutions to issues we might not have thought of.

I will be happy to answer the questions you may have.

Attachment

cc: Betty Greiner, Director of Administrative Services
Evelyn Kendall, Deputy Director
Brandy Biltoft, Division Manager, Standards and Compliance



D2

**Shawnee County
Department of Corrections**

501 S.E. 8th Street - Topeka, Kansas 66607

Brian W. Cole, Director

Adult Detention Facility - 501 SE 8th - Topeka, Kansas 66607 - (785) 251-5000 - FAX (785) 251-4924
Youth Detention Facility - 401 SE 8th - Topeka, Kansas 66607 - (785) 251-6458 - FAX (785) 251-4969
Corrections Annex - 818 SE Adams - Topeka, Kansas 66607 - (785) 251-5000 - FAX (785) 251-4930

TO: Board of County Commissioners
FROM: Brian W. Cole, Director *BW*
DATE: November 28, 2018
RE: Out-of-State Travel for Training

I am requesting approval for two employees with the Shawnee County Department of Corrections – Juvenile Detention Center to attend the 16th International Conference of Positive Behavior Supports in Washington DC February 20-23, 2019. Expenses associated with attending this training will be funded through the Shawnee County Department of Corrections 2019 budget (10DF00050260).

The Shawnee County Department of Corrections along with the Kansas Institute for Positive Behavior Supports (KIPBS) has been invited to present at this annual conference. Shawnee County and the KIPBS have been working closely together for several years to implement Positive Behavior Supports and have presented at the previous International Conference. This conference is an opportunity to report on our continued progress and to share valuable data that has been collected as a result of this collaboration.

As noted, all travel and conference expenses will be paid through the Shawnee County DOC 2019 budget. The estimated costs for the conference are approximately \$3,000.00 for the two attendees, which include air fare (as quoted on November 14, 2018), room (as quoted on November 14, 2018), and transportation to and from the airport, meals, registration fee and one agency membership fee. Purchasing the agency membership fee reduces the cost of the conference for up to three members. I've attached the Education/Training Request Form that is required for training costs exceeding \$1,000.

I will be happy to answer any questions you may have.

Attachment

cc: Betty Greiner, Financial Administrator
File

E1



SPECTRA

Memorandum

To: Kevin J. Cook, Chair, Shawnee County Commission
Shelly Buhler, Vice Chair, Shawnee County Commission
Robert Archer, Shawnee County Commissioner
Jim Crowl, Shawnee County Counselor
Betty Greiner, Shawnee County Financial Administrator

From: Kellen Seitz, General Manager

Re: Amendment to the Revenue Benchmark in the Spectra Venue Management Agreement for Operating Years 2018 & 2019

Date: Friday, November 30, 2018

Please add this request to the Shawnee County Commission agenda on Thursday, December 6, 2018

Please see the attached Amendment to the Spectra Management Agreement. We are asking for approval to modify the Revenue Benchmark to One Million Five Hundred Sixty Thousand Dollars (\$1,560,000) for each of Operating Years 2018 and 2019 due to projected revenues in the RFP and Financial Proforma building process no longer being received.

Thank you for your consideration of this request.

**AMENDMENT TO
MANAGEMENT AGREEMENT**

This Amendment to Management Agreement (this "Amendment") is entered into as of December ____, 2018, between Global Spectrum, L.P., a Delaware limited partnership d/b/a Spectra Venue Management ("Manager"), and The Board of County Commissioners of Shawnee County, Kansas ("County").

WHEREAS, Manager and County are parties to a certain Management Agreement made effective September 1, 2017 (the "Management Agreement"), pursuant to which County engaged Manager to manage, operate and maintain the Kansas ExpoCentre; and

WHEREAS, the parties desire to amend the Management Agreement to modify the Revenue Benchmark for Operating Years 2018 and 2019;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such terms in the Agreement.

2. The definition of Revenue Benchmark is hereby modified to reflect that the Revenue Benchmark for each of the Operating Years 2018 and 2019 shall be One Million Five Hundred Sixty Thousand Dollars (\$1,560,000), and that the Revenue Benchmark shall revert to One Million Seven Hundred Thousand Dollars (\$1,700,000) for Operating Year 2020 and subsequent Operating Years of the Term (in all cases, pro-rated for any Operating Years of less than 12-months). To effectuate such change, the definition of Revenue Benchmark in Section 1.1 of the Management Agreement is hereby amended and restated as follows:

Revenue Benchmark: shall mean One Million Five Hundred Sixty Thousand Dollars (\$1,560,000) for each of Operating Years 2018 and 2019, and shall mean One Million Seven Hundred Thousand Dollars (\$1,700,000) for Operating Year 2020 and each Operating Year thereafter. For any Operating Years of less than a full 12-months, the Revenue Benchmark shall be prorated based on the actual number of days elapsed in such Operating Year out of 365.

3. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Management Agreement shall remain unmodified and in full force and effect.

4. This Amendment may be executed in counterparts and transmitted by electronic mail, with such signature pages having the same effect as if executed originals were exchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

GLOBAL SPECTRUM, L.P.
d/b/a Spectra Venue Management

THE BOARD OF COUNTY
COMMISSIONERS OF SHAWNEE
COUNTY, KANSAS

By: _____
Name:
Its:

By: _____
Name:
Its:

F1



November 20, 2018

TO: Board of Commissioners
Shawnee County

FROM: John E. Knight, Director.
Parks + Recreation

RE: Agreement – Land Lease
Greenspaces/Land – Natural Areas

Purpose: Board of Commissioners authorization and execution of the attached agreement between Shawnee County Parks + Recreation and Mr. Leroy Russell pertaining to continuing preferred maintenance methods at Grant-Bradbury Park. Financial commitments are donated to the Shawnee County Parks and Recreation Foundation.

Justification: This park is classified as a Natural Area and by preserving it in a natural state this allows for education and maintenance methods to be evaluated. Mr. Russell agrees to continue haying a portion of the park while leaving an area as native grass and wildflowers. Burning and haying allow the land to be preserved more effectively in terms of resources allocated to a natural area.

A tactic of the Implementation Plan 1.3 is to determine the inventory of open space throughout the county and work to provide the public access to these areas for people to enjoy nature and wildlife. To accomplish this tactic, both parties are willing to continue with the agreement. In addition, a linear soft trail throughout the property allows access for educational and physical opportunities.

JEK/blt
TH
Attachments



parks.snco.us

SHAWNEE COUNTY CONTRACT NO. C- 40 -2018

**EXTENSION OF SHAWNEE COUNTY AGRICULTURAL LEASE
WITH LEROY RUSSELL**

THIS CONTRACT is agreed to this ____ day of _____, 2018, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (COUNTY)**, the **SHAWNEE COUNTY PARKS AND RECREATION FOUNDATION (FOUNDATION)**, and **LEROY RUSSELL (LESSEE)**.

WHEREAS, the parties previously entered into an Agricultural Lease on October 31, 2016, such Agricultural Lease being designated as Shawnee County Contract No. C318-2016; and

WHEREAS, the County and the Lessee now desire to extend the Agricultural Lease for an additional two (2) year term;

NOW, THEREFORE, be it resolved that the Agricultural Lease (Shawnee County Contract No. C318-2016) be amended as follows:

1. The Agricultural Lease shall be extended for an additional two (2) year term beginning on January 1, 2019, and ending on December 31, 2020.
2. Except as amended herein, all terms and conditions of Shawnee County Contract No. C318-2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

LESSEE

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Leroy W. Russell

Leroy W. Russell

Kevin J. Cook, Chair

Date: 11-20-18

SHAWNEE COUNTY PARKS AND
RECREATION FOUNDATION

Jared Holroyd
Jared Holroyd, Chair

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE

DATE 11-9-18 BY JLB

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, 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 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. 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.
11. **AUTOMATED CLEARING HOUSE (ACH).** Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

VENDOR/CONTRACTOR:

LeRoy W. Russell
By:

Farm/Ranch owner
Title:

11-20-18
Date:

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk



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**Shawnee County
AUDIT-FINANCE OFFICE**

Suite 201, Courthouse
200 SE 7th Street
Topeka, KS 66603-3903

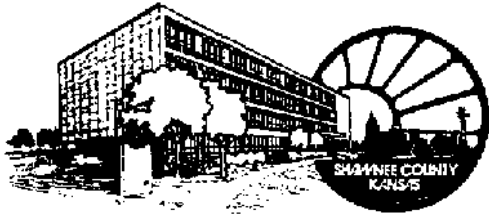
To: Board of County Commissioners
From: Betty Greiner, Director of Administrative Services
Date: November 28, 2018
RE: Request to award bid for fuel

Board approval is requested to award the bid for fuel purchases to Capital City Oil, Inc. An initial meeting was held with all departments which purchase fuel within the County. A committee was formed with the largest fuel users (Sheriff's office, Public Works, Solid Waste and Parks & Recreation) as well as Audit Finance.

On October 22nd, the Board granted permission to issue a Request for Proposal for fuel cards and delivered fuel. The committee worked together to prepare the RFP. On November 28th, the committee met to review and discuss the proposals. The committee unanimously voted to recommend Capital City Oil's proposal to the Board of County Commissioners.

It is the committee's opinion that Capital City Oil, Inc. provided the best and most responsive proposal. The proposal included pricing for gasoline and diesel fuel purchased through fuel cards as well as bulk fuel delivered to County locations. The County has done business with Capital City Oil in the past with a very good working relationship.

Therefore, we are requesting the award of the bid to Capital City Oil, Inc. and permission for the County Counselor's office to negotiate a contract.



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Shawnee County
AUDIT-FINANCE OFFICE
Suite 201, Courthouse
200 SE 7th Street
Topeka, KS 66603-3903

To: Board of County Commissioners
From: Betty Greiner, Director of Administrative Services *BAG*
Date: November 30, 2018
RE: Transient Guest Tax

Shawnee County receives 7% transient guest tax each year from the one hotel located in the unincorporated area of Shawnee County. 1% of the transient guest tax is dedicated to infrastructure improvements to the Sunflower Soccer Association Complex. The remaining 6% is appropriated by the Shawnee County Board of County Commissioners to promote conventions, tourism or economic welfare of the County. Based on prior years, I estimate that the 2019 revenue available for distribution to be approximately \$55,000.

I received one request for these funds. The Kansas Expocentre requested these funds for marketing and sales efforts for many upcoming events at the Expocentre and expenses of garnering the attraction of event organizers and producers. Their request is attached.

I ask for your appropriation of these funds for 2019.



SPECTRA
BY COMCAST SPECTACOR

Memorandum

To: Betty Greiner, Director, Shawnee County Audit/Finance Department
From: Kellen Scitz, General Manager, Spectra
Date: November 30, 2018
Re: 2019 Transient Guest Tax Allocation Request

In the past, Kansas Expocentre has received Transient Guest Tax (TGT) Funds from Shawnee County. These funds have traditionally been used to market the Expocentre to large convention producers, event promoters and other event organizers where the tourism from these events would be replenished the transient guest dollars.

We are again requesting the appropriation of all non-allocated TGT funds to the Expocentre for FY19. We plan to use this allocation to better support the strong marketing and sales efforts of many upcoming events here at the Expocentre. We would also like to use sources of this funding to support the travel and expense of garnering the attraction of event organizers and producers by our attendance at trades and conventions designed to secure these events at the Expocentre and increase the potential TGT in Topeka and Shawnee County.

We are grateful for the past support from Shawnee County in the allocation of these funds to the Expocentre, and we feel we can make an even greater impact moving forward with Spectra's continued focus on the marketing and sales department. Over this past year we have seen the reward of increased marketing efforts on our re-occurring and annual events, this additional source of funding can expand those same successes to many other events throughout FY19.

We thank you for your consideration, and if you have any questions regarding this request please contact me directly.