BOARD OF COUNTY COMMISSIONERS AGENDA MONDAY, JANUARY 22, 2018, 9:00 AM COMMISSION CHAMBERS, ROOM B-11

I. PROCLAMATIONS/PRESENTATIONS

1. Recognition of Karen Collins, Register of Deeds Office, on 40 years of service to Shawnee County.

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

- 1. Acknowledge receipt of report from the Ambulance Compliance Officer Nelson Casteel signifying and certifying that AMR is in compliance with the response parameters and requirements for November 2017 but will be fined in an amount of \$1,400.00 for long responses in four zones—Emergency Management.
- 2. Consider approval of emergency vehicle permit for Curt Adams for emergency fire and rescue response for Auburn Fire Dept.—Emergency Management.
- 3. Consider approval of request to pay the Kansas Bar Association an additional amount of \$80.00 for the 2018 membership dues—County Counselor.

IV. NEW BUSINESS

A. COUNTY CLERK - Cynthia Beck

- 1. Consider all voucher payments.
- 2. Consider correction orders.
- 3. Public Hearing and consider Order of Attachment of lands to Rural Water District No. 3, Douglas County, Kansas.
- 4. Consider approval of a renewal of a tax exemption-incentive for economic development for year seven for Bimbo Bakeries USA, Inc.
- 5. Consider approval of a renewal of a tax exemption-incentive for economic development for year four for Mars Chocolate North America, LLC.
- Consider approval of a renewal of a tax exemption-incentive for economic development for year seven for Hill's Pet Nutrition.
- 7. Consider approval of a renewal of a tax exemption-incentive for an expansion for year eight for Frito-Lay, Inc.
- 8. Consider approval of a renewal of a tax exemption-incentive for economic development for year nine for Frito-Lay, Inc.
- 9. Consider approval of a renewal of a tax exemption-incentive for economic development for year eight for US Foods.
- 10. Consider approval of a renewal of a tax exemption-incentive for economic development for year ten for HME, Inc.
- 11. Consider approval of a renewal of a tax exemption-incentive for economic development for year three for HME, Inc.

12. Consider approval of a renewal of a tax exemption-incentive for economic development for year four for Crosswind Petfoods, Inc.

B. HEALTH DEPT. - Linda Ochs

1. Consider authorization and execution of <u>Contract C19-2018</u> with KIPHS, Inc. for annual maintenance for the primary data management and billing software system at a cost of \$7,060.13 with funding from the 2018 budget.

C. INFORMATION TECHNOLOGY - Pat Oblander

- 1. Consider approval to renew the annual maintenance (original Contract C22-2017) with SHI for McAfee virus control software maintenance at a cost of \$15,200.00 with funding from the 2018 IT budget.
- 2. Consider approval to renew the annual maintenance (original Contract C67-2017) with Eagle Software, Inc. for tape backup platform maintenance in an amount of \$5,668.84 with funding from the 2018 IT budget.
- 3. Consider approval to renew the annual maintenance (original Contract C43-2017) with Optive for firewall maintenance in an amount of \$55,569.56 with funding from the 2018 IT budget.

D. COMMISSION

 Reflect appointment of Chad Depperschmidt by Commissioner Archer to the Planning Commission.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS



January 15, 2018

SHAWNEE COUNTY Department of Emergency Management

200 SE 7th Street Emergency Operations Center Topeka, KS 66603 (785) 251-4150 Dusty Nichols, Director

MEMO: Contract C207-2016 Compliance Certification & Invoicing Nov-17

TO: Ambulance Advisory Board Members

Board of County Commissioners

Shawnee County Kansas

FROM: Nelson E Casteel – Ambulance Compliance Officer g

Shawnee County Emergency Management

This report signifies and certifies that the Shawnee County Ambulance Compliance Officer has found that American Medical Response (AMR) is in compliance with the response parameters and requirements as set forth in Contract C207-2016 for November 2017.

| Nov-17 | TOTAL | ONTIME | LATE | PERCENT | STANDARD |
|--------|-------|--------|------|---------|-----------------|
| Zone 1 | 1691 | 1599 | 92 | 94.56% | 9:00 |
| Zone 2 | 75 | 60 | 15 | 80.00% | 11:00 |
| Zone 3 | 40 | 26 | 14 | 65.00% | 12:00 |
| Zone 4 | 14 | 10 | 4 | 71.43% | 15:00 |
| KTA | 3 | 2 | 1 | 66.67% | DEPENDS ON ZONE |
| TOTALS | 1823 | 1697 | 126 | 93.09% | 80% PASSING |

| Nov-17 | LATES FINED | FINE AMOUNT | \$10 PER MIN OVER |
|--------|-------------|-------------|--------------------------------|
| Zone 1 | 38 | \$1,100.00 | 15:00 |
| Zone 2 | 2 | \$40.00 | 18:00 |
| Zone 3 | 5 | \$220.00 | 20:00 |
| Zone 4 | 3 | \$40.00 | 22:00 |
| TOTALS | 48 | \$1,400.00 | (No Fines on KTA per contract) |

AMR will be fined in the amount of \$1400 for long responses in the four different zones as outlined in the contract.

There were no exemptions requested nor approved during the month of November 2017

Previous month's stats can be seen on the next page. Following completion of the December 2017 monthly report, the Ambulance Compliance Officer will present a yearend report for the Ambulance Advisory Board and the Shawnee County Board of County Commissioners.

Please place on the Consent Agenda for review.

Should you have any questions please feel free to contact:

Compliance Officer Nelson E Casteel at nelson.casteel@snco.us or 785-251-4558

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Mitigation · Preparedness · Response · Recovery

Contract C207-2016 - November 2017 Compliance

| | | C | <u>ontra</u> | Ct UZ | U/-ZU | <u> 16 - N</u> | ovem | ber 2 | <u> </u> | ompi | iance | | | |
|------|--------------------|-------------|--------------|-------------|-------------|----------------|--------------|--------------|-------------|-------------|-------------|-------------|-------|----------------|
| ZONE | Contract C207-2016 | 1/17 | 2/17 | 3/17 | 4/17 | 5/17 | 6/17 | 7/17 | 8/17 | 9/17 | 10/17 | 11/17 | 12/17 | YTD |
| 1 | On Time | 1349 | 1110 | 1571 | 1505 | 1600 | 1609 | 1698 | 1611 | 1654 | 1615 | 1599 | | 16921 |
| 1_ | Late | 73 | 65 | 108 | 85 | 92 | 89 | 113 | 73 | 91 | 98 | 92 | | 979 |
| 1_ | Number Fined | 33 | 9 | 36 | _23 | 30 | 14 | 28 | 16 | 27 | 31 | 38 | | 285 |
| 1 | Amount Fined | \$640.00 | \$570.00 | \$1,081.00 | \$580.00 | \$560.00 | \$690.00 | \$1,150.00 | \$430.00 | \$580.00 | \$950.00 | \$1,100.00 | | \$8,331.00 |
| 1 | On time percentage | 94.87% | 94.47% | 93.57% | 94.65% | 94.56% | 94.76% | 93.76% | 95.67% | 94.79% | 94.28% | 94.56% | | 94.53% |
| | ZONE TOTAL | 1422 | <u>1175</u> | <u>1679</u> | <u>1590</u> | <u>1692</u> | <u>1698</u> | <u> 1811</u> | <u>1684</u> | <u>1745</u> | <u>1713</u> | <u>1691</u> | | <u>17900</u> |
| 2 | On Time | 50 | 44 | 69 | 63 | 68 | 69 | 84 | 78 | 80 | 75 | 60 | | 740 |
| 2 | Late | - 13 | _14 | 26_ | 14 | 24 | 13 | 19 | _ 17 | 23 | 23 | 15 | | 201 |
| 2 | Number Fined | 4 | 1 | 4_ | 3 | 1 | 3 | 4 | 1 | 4 | 2 | 2 | | 29 |
| 2 | Amount Fined | \$30.00 | \$40.00 | \$110.00 | \$260.00 | \$40.00 | \$80.00 | \$100.00 | \$20.00 | \$100.00 | \$160.00 | \$40.00 | | \$980.00 |
| 2 | On time percentage | 79.37% | 75.86% | 72.63% | 81.82% | 73.91% | 84.15% | 81.55% | 82.11% | 77.67% | 76.53% | 80.00% | | 78.64% |
| | ZONE TOTAL | <u>63</u> | <u>58</u> | <u>95</u> | <u>77</u> | <u>92</u> | <u>82</u> | <u>103</u> | <u>95</u> | <u>103</u> | 98 | <u>75</u> | | } <u>941</u> |
| 3 | On Time | 20 | 12 | 23 | 14 | 24 | 24 | 32 | 12 | 19 | 14 | 26 | | 220 |
| 3 | Late | 11 | 17 | 23 | 19 | 13 | 24 | 20 | 20 | 23 | 16 | 14 | | 200 |
| 3 | Number Fined | 2 | 2 | 6 | 3 | 7 | 5 | 1 | 7 | 5 | 4 | 5 | | 47 |
| 3 | Amount Fined | \$30.00 | \$110.00 | \$150.00 | \$120.00 | \$120.00 | \$210.00 | \$40.00 | \$170.00 | \$180.00 | \$130.00 | \$220.00 | - | \$1,480.00 |
| 3 | On time percentage | 64.52% | 41.38% | 50.00% | 42.42% | 64.86% | 50.00% | 61.54% | 37.50% | 45.24% | 46.67% | 65.00% | | ··:52:38% |
| | ZONE TOTAL | <u>31</u> | <u>29</u> | <u>46</u> | <u>33</u> | <u>37</u> | <u>48</u> | <u>52</u> | <u>32</u> | <u>42</u> | <u>30</u> | <u>40</u> | | <u>420</u> |
| 4 | On Time | 7 | 4 | 10 | 11 | 10 | 7 | 5 | 7 | 12 | 12 | 10 | | ·95 |
| 4 | Late | 3 | 5 | 11 | 9 | 8 | 16 | 5 | 9 | 14 | 7 | 4 | | 91 |
| 4 | Number Fined | 0 | 0 | 6 | 5 | 3 | 5 | 0 | 7 | 1 | 2 | 3 | | 32, |
| 4 | Amount Fined | \$0.00 | \$0.00 | \$130.00 | \$50.00 | \$30.00 | \$190.00 | \$0.00 | \$110.00 | \$10.00 | \$40.00 | \$40.00 | | \$600.00 |
| 4 | On time percentage | 70.00% | 44.44% | 47.62% | 55.00% | 55.56% | 30.43% | 50.00% | 43.75% | 46.15% | 63.16% | 71.43% | | 51.08% |
| | ZONE TOTAL | <u>10</u> | 9 | <u>21</u> | <u>20</u> | <u>18</u> | <u>23</u> | <u>10</u> | <u>16</u> | <u>26</u> | <u>19</u> | <u>14</u> | | 5 - <u>186</u> |
| KTA | On Time | 2 | 0 | 2 | 3 | 4 | 1 | 4 | 1 | 1_ | 1 | 2 | | 21 |
| KTA | Late | 0 | 0 | 0_ | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 1 | | 4 |
| KTA | On time percentage | 100.00% | 0.00% | 100.00% | 100.00% | 100.00% | 100.00% | 66.67% | 100.00% | 50.00% | 100.00% | 66.67% | | 84.00% |
| | ZONE TOTAL | <u>2</u> | 0 | 2 | <u>3</u> | <u>4</u> | 1 | <u>6</u> | 1 | <u>2</u> | <u>1</u> | <u>3</u> | | , <u>25</u> |
| ALL | On Time | 1428 | 1170 | 1675 | 1596 | 1706 | 1710 | 1823 | 1709 | 1766 | 1717 | 1697 | | 17997 |
| ALL | Late | 100 | 101 | 168 | 127 | 137 | 142 | 159 | 119 | 152 | 144 | 126 | | 1475 |
| ALL | Number Fined | 39 | 12 | 52 | 34 | 41 | 27 | 33 | 28 | 37 | 39 | 48 | | 393 |
| ALL | Amount Fined | \$700.00 | \$720.00 | \$1,471.00 | \$1,010.00 | \$750.00 | \$1,170.00 | \$1,290.00 | \$730.00 | \$870.00 | \$1,280.00 | \$1,400.00 | | \$11,391.00 |
| ALL | On time percentage | 93.46% | 92.05% | 90.88% | 92.63% | 92.57% | 92.33% | 91.98% | 93.49% | 92.08% | 92.26% | 93.09% | | 92.43% |
| S | YSTEM TOTAL | <u>1528</u> | <u>1271</u> | <u>1843</u> | <u>1723</u> | <u>1843</u> | <u> 1852</u> | <u>1982</u> | <u>1828</u> | <u>1918</u> | <u>1861</u> | <u>1823</u> | | <u>19472</u> |
| ALL | EXEMPTIONS | 8 | 1 | 2 | 2 | 4 | 7 | 3 | 2 | 1 | 2 | 0 | | 32 |
| | | | | | | | | | | | | | | |

COUNTY-WIDE RESPONSE TIME PERCENTAGES

| RESPONSE | | CONT | CONTRACT C207-2016 | | | | | | | |
|----------------|---------|---------|--------------------|---------|---------|----------------------|------------|------------|------------|------------|
| TIMES | FY 2013 | FY 2014 | FY 2015 | FY 2016 | TOTAL | JAN - NOV FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 |
| 0:00 to 1:00 | 1.13% | 2.66% | 2.52% | 3.03% | 2.37% | 2.34% | | | _ | |
| 1:01 to 2:00 | 2.63% | 2.93% | 2.82% | 3.76% | 3.05% | 4.73% | | | | |
| 2:01 to 3:00 | 6.84% | 7.81% | 7.93% | 9.19% | 7.99% | 9.96% | | | | |
| 3:01 to 4:00 | 14.78% | 15.40% | 15.57% | 15.85% | 15:42% | 13.93% | | | | |
| 4:01 to 5:00 | 18.53% | 18.17% | 18.18% | 18.00% | 18.21% | 15.19% | | | | |
| 5:01 to 6:00 | 19.62% | 18.97% | 17.15% | 16.30% | 17.94% | 13.49% | | | | |
| 6:01 to 7:00 | 11.46% | 9.68% | 10.11% | 10.26% | 10.36% | 10.80% | | | | |
| 7:01 to 8:00 | 8.12% | 6.79% | 7.62% | 7.48% | 7.49% | 8.10% | | | | / |
| 8:01 to 9:00 | 4.86% | 4.89% | 4.94% | 4.83% | 4.88% | 5.55% | | | | / |
| 9:01 to 10:00 | 3.45% | 3.45% | 3.68% | 3.03% | 3.40% | 3.87% | | | | |
| 10:01 to 11:00 | 2.44% | 2.46% | 2.54% | 2.33% | 2:44% | 3.00% | | | | |
| 11:01 to 12:00 | 1.85% | 1.99% | 1.85% | 1.62% | 1.82% | 2.22% | | | | |
| 12:01 to 13:00 | 1.07% | 1.01% | 1.05% | 1.05% | 1.04% | 1.58% | | | | |
| 13:01 to 14:00 | 0.96% | 0.82% | 0.88% | 0.68% | 0.83% | 1.20% | | | | |
| 14:01 to 15:00 | 0.58% | 0.60% | 0.74% | 0.59% | 0.61% | 0.81% | | | | |
| 15:01 to 16:00 | 0.41% | 0.20% | 0.48% | 0.41% | 0.46% | 0.75% | | | | |
| 16:01 to 17:00 | 0.35% | 0.10% | 0.34% | 0.29% | 0.33% | 0.42% | | | / | |
| 17:01 to 18:00 | 0.26% | 0.10% | 0.34% | 0.29% | 0.33% | 0.35% | | | | |
| 18:01 to 19:00 | 0.16% | 0.05% | 0.31% | 0.27% | 0.26% | 0.38% | | | | |
| 19:01 to 20:00 | 0.12% | 0.19% | 0.22% | 0.24% | 0.19% | 0.28% | | | | |
| 20:01 to 21:00 | 0.11% | 0.12% | 0.15% | 0.14% | 0:13% | 0.23% | | | | |
| 21:01 to 22:00 | 0.10% | 0.12% | 0.14% | 0.11% | 0.11% | 0.15% | | | | |
| 22:01 to 23:00 | 0.05% | 0.12% | 0.10% | 0.09% | 0.07% | 0.15% | | | | |
| 23:01 to 24:00 | 0.02% | 0.12% | 0.11% | 0.05% | 0.06% | 0.15% | | | | |
| 24:01 to 25:00 | 0.05% | 0.12% | 0.06% | 0.02% | 0.05% | 0.08% | | 1 | | |
| 25:01 to 26:00 | 0.01% | 0.12% | 0.06% | 0.02% | 0.03% | 0.60% | | 1 | | |
| 26:01 to 27:00 | 0.03% | 0.12% | 0.06% | 0.02% | 0.02% | 0.04% | | / | | |
| 27:01 to 28:00 | 0.01% | 0.12% | 0.06% | 0.01% | 0.01% | 0.04% | | 1 | | |
| 28:01 to 29:00 | 0.01% | 0.12% | 0.06% | 0.00% | 0.01% | | / | | | |
| 29:01 to 30:00 | 0.00% | 0.12% | 0.06% | 0.01% | 0.03% | 0.04% | / | | | |
| 30:01 to 35:00 | 0.00% | 0.12% | 0.06% | 0.02% | + 0.01% | | / | | | |
| 35:01 to 40:00 | 0.00% | 0.12% | 0.06% | 0.02% | 0.01% | | | | | |
| 40:01 to 45:00 | 0.00% | 0.12% | 0.06% | 0.02% | 0.01% | | | | | |
| 45:01 to 50:00 | 0.00% | 0.12% | 0.00% | 0.01% | 0.01% | | | | | |
| 50:01 or more | 0.00% | 0.12% | 0.00% | 0.00% | . 0.01% | | 1/ | | | |
| TOTALS | 15206 | 16304 | 16865 | 17731 | 66106 | 19472 | V | | | |



18-001

EMERGENCY VEHICLE PERMIT

(VEHICLE COPY)

| PERMIT NUMBER | EXPIRATION DATE |
|--|---|
| Name: <u>Curt Adams</u> | |
| Address: | |
| City: | County: Shawnee |
| Vehicle Make/Year_Chevrolet/ | 2015 Model/Style: |
| V.I.N.# <u>:</u> | License Tag: |
| Purpose for which it is to be us Auburn Fire Department, Shav | sed: Emergency fire and resue response for vnee County. |
| officials and has agreed to abide with pertain to this permit. The required of | secured all appropriate signatures of approving n all applicable local, state and federal laws, which officials and the applicant's signatures are attached which is on file with Shawnee County Emergency |
| SHAWNEE COUNTY EMERGENCY |) · · · · · · · · · · · · · · · · · · · |
| Date: 16 fan 39/8 By:_ | 19-32 |
| SHAWNEE COUNTY BOARD OF CO | |
| Date:By:_ | |
| (Authorized by K.S.A. 8-2010a, as an | nended, K.S.A. 8-2010b, as amended, and |

Rev. 4 09/99 SCEM Form No: 107.2

Shawnee County Resolution #92-154.)

Shawnee County Office of the County Counselor



JAMES M. CROWL County Counselor Shawnee County Courthouse 200 SE 7th Street, Ste. 100 Topeka, Kansas 66603-3932 Office: (785) 251-4042

Fax: (785) 251-4902 Email: counselors@snco.us

MEMORANDUM

TO:

Board of Shawnee County Commissioners

FROM:

James M. Crowl, Shawnee County Counselor

DATE:

January 17, 2018

RE:

2018 Membership Subscription to the Kansas Bar Association

Please place this item on the Monday, January 22, 2018 Consent Agenda for consideration.

At its December 28, 2017 meeting, the Board approved requests for 2018 memberships, dues, and subscriptions for all departments, including a request from the County Counselor's office for memberships to the Kansas Bar Association in the total annual amount of \$600.00 (four attorneys at \$150.00/each).

Our office has become aware that the annual membership dues to the Kansas Bar Association have increased from \$150.00 to \$170.00, resulting in an \$80.00 total increase from the requested amount.

I respectfully request that the additional amount of \$80.00 be approved by the Board for us to continue with memberships for all four attorneys in my office to the Kansas Bar Association. Membership benefits include discounted CLE's, updates on public policy issues throughout the State, and a subscription to the KBA Journal.

There are sufficient funds in our departmental budget to cover this increased amount. Please contact me with any questions or concerns.

c: Betty Greiner, Director, Shawnee County Administrative Services



Shawnee County Office of County Clerk CYNTHIA A. BECK

A₃

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

MEMORANDUM

TO: Board of County Commissioners

FROM: Cynthia A. Beck County Clerk

DATE: January 17, 2018

RE: Hearing and consideration of Order of Attachment of Lands

to Rural Water District No. 3, Douglas County, Kansas

Attached is the Order to be considered in the above referenced matter which was prepared by Samuel Green, Attorney for Rural Water District No. 3, Douglas County, Kansas. Also attached is a copy of the Order approving the petition for attachment of adjoining lands to Rural Water District No. 3, signed by the Douglas County Board of County Commissioners.

Assistant Shawnee County Counselor Jonathan Brzon provided a memorandum addressing the legal standards for consideration of the attachment of lands to Rural Water District No. 3, Douglas County.

The Commission received the petition to attach lands on January 8, 2018 and set the hearing date of Monday, January 22, 2018. The Notice of Hearing was published in The Topeka Metro News on January 15, 2018.

Thank you for your consideration.

CAB/clh

Shawnee County Office of the County Counselor



JAMES M. CROWL County Counselor Shawnee County Courthouse 200 SE 7th Street, Ste. 100 Topeka, Kansas 66603-3932 Office: (785) 251-4042 Fax: (785) 251-4902 Email: counselors@snco.us

MEMORANDUM

TO:

Board of Shawnee County Commissioners

FROM:

Jonathan C. Brzon, Assistant Shawnee County Counselor

DATE:

January 16, 2018

RE:

Legal Standards for Consideration of Attachment of Lands to Rural Water District

#3, Douglas County

The Governing Body of Rural Water District No. 3, Douglas County (the "RWD") has requested the Board to approve the attachment of certain property located in Shawnee County into its district.

Since some of the area sought to be attached is located within the City of Topeka's three (3) mile "fringe" area, K.S.A. 19-270 governs the Board's consideration of this item.

Unanimous Vote Required

K.S.A. 19-270(b) provides, in relevant part: The boundaries of any such district shall not be extended within the fringe area of the city unless approved by at least a ¾ majority vote of the board of county commissioners of the county in which the city is located. Because there are three members on the Shawnee County Commission, a unanimous vote will be required for approval of this attachment as presented.

Legal Standards

K.S.A. 19-270(b) provides that "any interested person" may present testimony with regard to the proposed attachment. Since part of the area sought to be attached is within the city's fringe area, notice of the hearing has been provided to the City of Topeka in order to address any incompatibilities between the expansion of the district within such fringe area and the City's comprehensive plan.

As a guide in determining the advisability of authorizing the attachment of lands within the fringe area of a city, K.S.A. 19-270(b) provides that the Board's considerations shall include, but not be limited to, any testimony offered at the public hearing concerning:

Board of Shawnee County Commissioners January 16, 2018 Page 2

- (1) The size and population of such city;
- (2) the city's growth in population, business and industry during the past 10 years;
- (3) the extension of its boundaries during the past 10 years;
- (4) the probability of its growth toward the territory during the ensuing 10 years, taking into consideration natural barriers and other reasons which might influence growth toward the territory;
- (5) the willingness of the city to annex the territory and its ability to provide city services in case of annexation; and
- (6) the general effect upon the entire community, all of these and other considerations having to do with the overall orderly and economic development of the area and to prevent an unreasonable multiplicity of independent municipal and special district governments.

Deadline For Taking Action On Petition

Finally, K.S.A.19-270 provides that, "the board shall approve or disapprove the creation or change in boundaries of the special benefit district within 30 days of the hearing."

Please contact our office if you have any questions or concerns regarding this memorandum.

c: Mr. Samuel Green, Attorney for Rural Water District No. 3, Douglas County

Before the Board of County Commissioners of Shawnee County, Kansas

In the Matter of the Petition for the Attachment of Adjoining Lands to Rural Water District No. 3, Douglas County, Kansas

ORDER APPROVING ATTACHMENT OF LANDS TO RURAL WATER DISTRICT NO. 3, DOUGLAS COUNTY, KANSAS

On January 22, 2018, the Board of County Commissioners of Shawnee County, Kansas ("the Board"), considered the Petition submitted by Rural Water District No. 3, Douglas County, Kansas ("Petitioner") seeking approval to attach the following lands to Rural Water District No. 3's territory.

The Northeast Quarter of Section 4, Township 13, Range 16, and the Northeast Quarter of the Southeast Quarter of Section 4, Township 13, Range 16 in Shawnee County, Kansas, including a separate tract described as:

Part of the Northeast Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning 300 feet East of the Northwest corner of said Northeast Quarter; thence East 300 feet; thence South 726 feet; thence West 300 feet; thence North 726 feet to the point of beginning.

All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

The Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more specifically described as follows:

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., described as follows: Beginning at a point 890 feet more or less East of the Northwest Corner of the Northwest Quarter of the Northwest Quarter; thence East 433.17 feet more or less to the Northeast Corner of the Northwest Quarter of the Northwest Quarter; thence South 600.08 feet more or less; thence West 433.17 feet more or less; thence North 600.08 feet more or less to the point of beginning, all in Shawnee County, Kansas.

Part of the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning 690 feet East of the Northwest corner of said Northwest fractional Quarter, thence East 200 feet; thence South 600 feet; thence West 200 feet; thence North 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., described as follows: Beginning at the Northwest corner of the said Northwest Quarter of the Northwest Quarter; thence South 89°54'46" East, 690.00 feet; thence South at right angles and parallel to the West line of said Northwest Quarter of the Northwest Quarter, 600.00 feet; thence West parallel to the North line of said Northwest Quarter of the Northwest Quarter, 90.00 feet, more or less; thence South parallel to the West line, 42.71 feet, more or less; thence West parallel to the North line, 600.00 feet, more or less to the West line of said Northwest Quarter of the Northwest Quarter; thence North 00°00'00" East along the West line of said Northwest Quarter of the Northwest Quarter, 642.71 feet, more or less, to the point of beginning, in Shawnee County Kansas.

A tract of land in the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of said Northwest Quarter; 420 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 220 feet more or less along said West line; thence East 600 feet more or less; thence South 220 feet more or less; thence West 600 feet more or less to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13, South, Range 16, East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point 200 feet North of the Southwest corner of the said Northwest Quarter of the Northwest Quarter; thence North 220 feet along the West line of said Northwest Quarter of the Northwest Quarter; thence East 600 feet; thence South 220 feet; thence West 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter of the Northwest Quarter; thence North 200 feet; thence East 600 feet; thence South 200 feet; thence West 600 feet to the point of beginning.

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the Sourth line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

The Northeast Quarter of the Northwest Fractional Quarter and the South Half of the Northwest Fractional Quarter, all in Section 4, Township 13 Sourth, Range 16 East of the 6th P.M., except railroad right-of-way, in Shawnee County, Kansas.

EXCEPT All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the Sourth line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

EXCEPT A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

The Southwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, EXCEPT the right of way to Missouri Pacific Railway, AND EXCEPT a tract taken for The United States of America, described as follows:

Beginning at the Southwest corner of said Section 4; thence North 00 degrees 02 minutes 40 seconds West, along the West line of said Section 4, 1,477.55 feet; thence South 42 degrees 57 minutes 50 seconds East, 2,017.20 feet to a point on the South line of said Section 4, which point is North 89 degrees 56 minutes 30 seconds East 1,373.65 feet from the Southwest corner thereof; thence South 89 degrees 56 minutes 30 seconds West, along the South line of said Section 4, 1,373.65 feet to the point of beginning.

The South Half of the Southwest Quarter of Section 33, Township 12, South, Range 16, East of the 6th P.M. in Shawnee County, Kansas. (Less the railroad right of way.) Including the following specifically described tracts:

Beginning at the Southwest Corner of the South One Half of the Southwest Quarter of Section 33, Township 12, Range 16, Shawnee County, thence North 400 feet, thence East parallel to the South line of the Southwest Quarter 560 feet, thence North parallel to the West line of the Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad, thence South easterly along said Right-of-Way to the South line of said Southwest Quarter, thence West along the South line of said Southwest Quarter to the point of beginning.

Beginning at a point 400 feet North of the Southwest Corner of the South One Half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-three (33), Township 12, Range 16, Shawnee County, Kansas; thence East parallel to the South line of the Southwest Quarter 560 feet; then North parallel to the West line of said Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad; thence Northwesterly along said Right-of-Way to the West line of said Southwest Quarter, thence South along West line of said Southwest Quarter to point of beginning.

Commencing at the Southwest Corner of the South West Quarter of said section 33, thence East on Azimuth 90 degrees 02 minutes 41 seconds, 700.00 feet, coincident with the South Line of the Southwest Quarter of said section 33, to the point of the beginning; thence on Azimuth 00 degrees 02 minutes 41 seconds, 270 feet; thence on Azimuth 90 degrees 02 minutes 41 seconds, 200.00 feet; thence on Azimuth 00 degrees 02 minutes 41 seconds, 237.14 feet to the South right of way line of the abandoned Missouri Pacific Railroad, then on Azimuth 125 degrees 28 minutes 52 seconds, 95.59 feet coincident with the South right of way line of said Missouri Pacific Railroad; thence around a curve to the right, 611.75 feet, having a radius of 1,382.39 feet, a chord length of 606.77 feet and a chord Azimuth of 138 degrees 09 minutes 31 seconds, to the South line of the Southwest Quarter of said Section 33; thence on Azimuth 270 degrees 02 minutes 41 seconds, 682.98 feet, coincident with the South line of the Southwest Quarter of said Section 33; to the point of beginning.

The North half of the Southwest Quarter of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas.

Part of the West half of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning, EXCEPT the South 150 feet thereof.

The South 150 feet of a Tract of land lying in part of the West Half of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, and being described as follows: Beginning at the Southwest Corner of the Northwest Quarter of said Section; thence North along the West line of the said Section a distance of 490.0 feet; thence East at right angles a distance of 444.49 feet; thence South at right angles at a distance of 490.0 feet; thence West at right angles a distance of 444.49 feet to the point of beginning.

The South Sixty (60) Acres of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), all in Section 33, Township 12, Range 16, Shawnee County, Kansas. EXCEPT a tract described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning.

A Tract of land in the North 20 Acres of the South Half of the Northwest quarter of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas described as follows: Beginning at a point 1656.55 feet South of the Northwest Corner of said Section 33, said point being on the South line of aforesaid 20 Acres; thence East 352.67 feet along the South line of said 20 Acres; thence North parallel with the West line of said Northwest Quarter Section 135.0 feet; thence West 352.67 feet; thence South 135.0 feet to the point of beginning, except the West 30 feet for road. Also described as Lot 1, Block A, Niehues Subdivision, in the City of Topeka, Shawnee County, Kansas.

Petitioner filed the Petition pursuant to the provisions of K.S.A. 19-270.

The Board, having heard statements of the Petitioner and other evidence presented, having been duly and fully advised in the premises, and having considered the Petition, finds:

- Petition with the County Clerk of Douglas County, Kansas (hereafter the "Douglas County Petition") requesting attachment of lands to the boundaries of the District. Petitioner filed the Douglas County Petition with the County Clerk of Douglas County rather than with the County Clerk of Shawnee County even though the land sought to be attached is within Shawnee County. Pursuant to the provisions of K.S.A. 82a-622 through K.S.A. 82a-624, a petition for attachment of lands is to be filed with the "county clerk" and addressed by the "county commissioners." K.S.A. 82a-612(c) provides "the terms 'board of county commissioners' and 'county clerk' shall mean, respectively, the board of county commissioners and county clerk of the county in which the greatest portion of the territory of any existing or proposed rural water district is located" The greatest portion of petitioner's territory is in Douglas County, and the Board of County Commissioners of Douglas County was required to consider this matter.
- 2. Pursuant to the provisions of 82a-622 through 82a-624, the Douglas County Petition stated the following:
 - a. That the lands could be economically served by the facilities of the District;

- b. That the lands were to be attached to Rural Water District No. 3, Douglas County, Kansas;
- c. That the lands proposed to be attached are without an adequate water supply and can be economically served by the District's facilities;
- d. That attachment to the District will be conducive to and will promote the public health, convenience, and welfare of the landowners and residents in the area to be attached;
- e. That a majority of the members of the Board of Directors of Rural Water District No. 3 agree that attachment as requested herein is desirable and do not object to attachment;
- f. That some or all of the land sought to be attached is located within the 3-mile fringe area of the City of Topeka and is subject to the provisions of K.S.A. 19-270. Those provisions require the Board of County Commissioners of Shawnee County to hold a hearing as to the advisability of attaching the lands to the territory of the District.
- 3. The Board of County Commissioners of Douglas County approved the Petition and issued an Order Approving Petition for Attachment of Lands dated November 1, 2017, which approved the attachment of the land to the territory of the District "subject to the approval by the Board of County Commissioners of Shawnee County approving the attachment of the lands in accordance with the provisions of K.S.A. 19-270."
- 4. The Board considered the Petition because the land is located within the three-mile "fringe area" (as defined in K.S.A. 19-270) of the City of Topeka. Notice of the hearing in this matter was properly provided pursuant to the provisions of K.S.A. 19-270.

5. After hearing testimony pursuant to the terms of K.S.A. 19-270 and considering the criteria and provisions set forth in that statute, the Board determines that the attachment of the land to the territory of Rural Water District No. 3, Douglas County, Kansas, should be approved.

According to the foregoing findings, the Board of County Commissioners of Shawnee County, Kansas hereby approves the Petition pursuant to the provisions of K.S.A. 19-270. The land legally described above is approved for attachment to the District. The County Clerk shall enter this Order in the records of the Board.

| ADOPTED AND APPROVED by | y the Board of County | Commissioners | of Shawnee |
|-------------------------------|----------------------------------|---------------|------------|
| County, Kansas this day of | , 2018. | | |
| | COUNTY COMMISS SHAWNEE COUNTY | | |
| | Kevin J. Cook, Chair | | |
| | Michele A. Buhler, Vie | ce-Chair | |
| | Robert E. Archer, Men | nber | |
| (SEAL) | | | |
| Cynthia A. Beck, County Clerk | | | |

Before the Board of County Commissioners of Douglas County, Kansas

In the Matter of the Petition for the Attachment of Adjoining Lands to Rural Water District No. 3, Douglas County, Kansas

ORDER APPROVING PETITION FOR ATTACHMENT OF LANDS

On November 1, 2017, the Board of County Commissioners of Douglas County, Kansas ("the Board"), considered the Petition submitted by Rural Water District No. 3, Douglas County, Kansas ("Petitioner") seeking the attachment of lands outside Rural Water District No. 3's current boundaries. The Board, having considered the Petition and having been duly and fully advised, finds as follows:

1. The lands to be attached to Petitioner's boundaries are described as follows:

The Northeast Quarter of Section 4, Township 13, Range 16, and the Northeast Quarter of the Southeast Quarter of Section 4, Township 13, Range 16 in Shawnee County, Kansas, including a separate tract described as:

Part of the Northeast Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning 300 feet East of the Northwest corner of said Northeast Quarter; thence East 300 feet; thence South 726 feet; thence West 300 feet; thence North 726 feet to the point of beginning.

All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

The Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more specifically described as follows:

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly

EXHIBIT

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1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., described as follows: Beginning at a point 890 feet more or less East of the Northwest Corner of the Northwest Quarter; thence East 433.17 feet more or less to the Northeast Corner of the Northwest Quarter of the Northwest Quarter; thence South 600.08 feet more or less; thence West 433.17 feet more or less; thence North 600.08 feet more or less to the point of beginning, all in Shawnee County, Kansas.

Part of the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning 690 feet East of the Northwest corner of said Northwest fractional Quarter, thence East 200 feet; thence South 600 feet; thence West 200 feet; thence North 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., described as follows: Beginning at the Northwest corner of the said Northwest Quarter of the Northwest Quarter; thence South 89°54'46" East, 690.00 feet; thence South at right angles and parallel to the West line of said Northwest Quarter of the Northwest Quarter, 600.00 feet; thence West parallel to the North line of said Northwest Quarter of the Northwest Quarter, 90.00 feet, more or less; thence South parallel to the West line, 42.71 feet, more or less; thence West parallel to the North line, 600.00 feet, more or less to the West line of said Northwest Quarter of the Northwest Quarter; thence North 00°00'00" East along the West line of said Northwest Quarter of the Northwest Quarter, 642.71 feet, more or less, to the point of beginning, in Shawnee County Kansas.

A tract of land in the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of said Northwest Quarter; 420 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 220 feet more or less along said West line; thence East 600 feet more or less; thence South 220 feet more or less; thence West 600 feet more or less to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13, South, Range 16, East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point 200 feet North of the Southwest corner of the said Northwest Quarter of the Northwest Quarter; thence North 220 feet along the West line of said Northwest Quarter of the Northwest Quarter; thence East 600 feet; thence South 220 feet; thence West 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter of the Northwest Quarter; thence

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North 200 feet; thence East 600 feet; thence South 200 feet; thence West 600 feet to the point of beginning.

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the Sourth line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

The Northeast Quarter of the Northwest Fractional Quarter and the South Half of the Northwest Fractional Quarter, all in Section 4, Township 13 Sourth, Range 16 East of the 6th P.M., except railroad right-of-way, in Shawnee County, Kansas.

EXCEPT All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional

Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the Sourth line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning. EXCEPT A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

The Southwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, EXCEPT the right of way to Missouri Pacific Railway, AND EXCEPT a tract taken for The United States of America, described as follows:

Beginning at the Southwest corner of said Section 4; thence North 00 degrees 02 minutes 40 seconds West, along the West line of said Section 4, 1,477.55 feet; thence South 42 degrees 57 minutes 50 seconds East, 2,017.20 feet to a point on the South line of said Section 4, which point is North 89 degrees 56 minutes 30 seconds East 1,373.65 feet from the Southwest corner thereof; thence South 89 degrees 56 minutes 30 seconds West, along the South line of said Section 4, 1,373.65 feet to the point of beginning.

The South Half of the Southwest Quarter of Section 33, Township 12, South, Range 16, East of the 6th P.M. in Shawnee County, Kansas. (Less the railroad right of way.) Including the following specifically described tracts:

Beginning at the Southwest Corner of the South One Half of the Southwest Quarter of Section 33, Township 12, Range 16, Shawnee County, thence North 400 feet, thence East parallel to the South line of the Southwest Quarter 560 feet, thence North parallel to the West line of the Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad, thence South easterly along

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said Right-of-Way to the South line of said Southwest Quarter, thence West along the South line of said Southwest Quarter to the point of beginning.

Beginning at a point 400 feet North of the Southwest Corner of the South One Half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-three (33), Township 12, Range 16, Shawnee County, Kansas; thence East parallel to the South line of the Southwest Quarter 560 feet; then North parallel to the West line of said Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad; thence Northwesterly along said Right-of-Way to the West line of said Southwest Quarter, thence South along West line of said Southwest Quarter to point of beginning.

Commencing at the Southwest Corner of the South West Quarter of said section 33, thence East on Azimuth 270 degrees 02 minutes 41 seconds, 700.00 feet, coincident with the South Line of the Southwest Quarter of said section 33, to the point of the beginning; thence on Azimuth 00 degrees 02 minutes 41 seconds, 270 feet; thence on Azimuth 90 degrees 02 minutes 41 seconds, 200.00 feet; thence on Azimuth 00 degrees 02 minutes 41 seconds, 237.14 feet to the South right of way line of the abandoned Missouri Pacific Railroad, then on Azimuth 125 degrees 28 minutes 52 seconds, 95.59 feet coincident with the South right of way line of said Missouri Pacific Railroad; thence around a curve to the right, 611.75 feet, having a radius of 1,382.39 feet, a chord length of 606.77 feet and a chord Azimuth of 138 degrees 09 minutes 31 seconds, to the South line of the Southwest Quarter of said Section 33; thence on Azimuth 270 degrees 02 minutes 41 seconds, 682.98 feet, coincident with the South line of the Southwest Quarter of said section 33, to the point of beginning.

The North half of the Southwest Quarter of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas.

Part of the West half of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning, EXCEPT the South 150 feet thereof.

The South 150 feet of a Tract of land lying in part of the West Half of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, and being described as follows: Beginning at the Southwest Corner of the Northwest Quarter of said Section; thence North along the West line of the said Section a distance of 490.0 feet; thence East at right angles a distance of 444.49 feet; thence South at right angles at a distance of 490.0 feet; thence West at right angles a distance of 444.49 feet to the point of beginning.

The South Sixty (60) Acres of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), all in Section 33, Township 12, Range 16, Shawnee County, Kansas. EXCEPT a tract described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning.

A Tract of land in the North 20 Acres of the South Half of the Northwest quarter of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas described as follows: Beginning at a point 1656.55 feet South of the Northwest Corner of said Section 33, said point being on the South line of aforesaid 20 Acres; thence East 352.67 feet along the South line of said 20 Acres; thence North parallel with the West line of said Northwest Quarter Section 135.0 feet; thence West 352.67 feet; thence South 135.0 feet to the point of beginning, except the West 30 feet for road. Also described as Lot 1, Block A, Niehues Subdivision, in the City of Topeka, Shawnee County, Kansas.

- 2. The Petition has been signed by over 75% of the owners of land within the area to be attached as determined by an enumeration of owners of land taken from the tax rolls of Shawnee County.
- 3. The Board finds that the statements in the Petition are true. The lands proposed to be attached are without an adequate water supply and can be economically served by Petitioner's facilities. Attachment to Petitioner's district will be conducive to and will promote the public health, convenience, and welfare of the landowners and residents in the area to be attached.
- 4. A majority of the members of the Board of Directors of Rural Water District No. 3 agree that attachment as requested herein is desirable and do not object to attachment.
- 5. Pursuant to the provisions of K.S.A. 82a-622 through K.S.A. 82a-624, this Petition must be considered by the Board because the greatest portion of Petitioner's land is located within Douglas County.
- 6. Some or all of the land sought to be attached is located within the 3-mile fringe area of the City of Topeka and is subject to the provisions of K.S.A. 19-270. Those provisions require the Board of County Commissioners of Shawnee County to hold a hearing as to the advisability of attaching the lands to the territory of the District. Petitioner requests the Board approve the Petition subject to subsequent approval of the attachment by the Board of County Commissioners of Shawnee County pursuant to K.S.A. 19-270.

6

According to the foregoing findings, the Board of County Commissioners of Douglas County, Kansas hereby approves the Petition subject to the approval by the Board of County Commissioners of Shawnee County approving the attachment of the lands in accordance with the provisions of K.S.A. 19-270. The County Clerk shall enter this Order in the records of the Board and maintain it with the minutes.

ADOPTED AND APPROVED by the Board of County Commissioners of Douglas County, Kansas this 1st day of November, 2017.

COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Michelle Derusseau

County Clerk



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

CERTIFICATION

| STATE OF KANSAS |) | |
|-------------------|------|---|
| |) ss | ; |
| COUNTY OF SHAWNEE |) | |

I, Cynthia A. Beck, County Clerk of Shawnee County, Kansas, do hereby certify that a true and correct copy of the Notice of Hearing and Petition for Attachment of adjoining lands to Rural Water District No. 3 was mailed to the following:

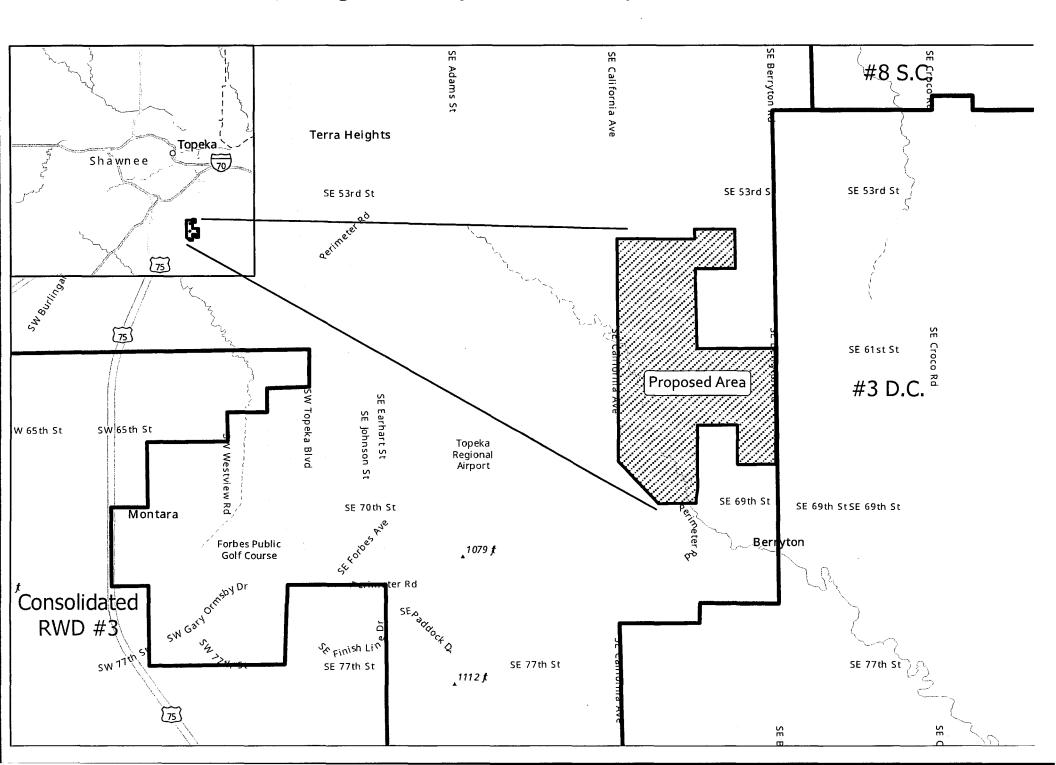
Samuel Green, Attorney for Petitioner, Rural Water District No. 3 Bill Fiander, City of Topeka Planning Director Brenda Younger, City Clerk Barry Beagle, Shawnee County Planning Director

WITNESS MY HAND and OFFICIAL SEAL this // day of January, 2018.



Cynthia A. Beck, Shawnee County Clerk

Rural Water District #3, Douglas County - Area of Proposed Attachment





Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

To: **Board of County Commissioners**

From: Cynthia A. Beck, Shawnee County Clerk

Renewal of Allen Foods / Bimbo Bakeries USA for 2018 RE:

Pursuant to Resolution 2011-132, Bimbo Bakeries USA, Inc., was granted a tax exemption incentive for economic development for 58 new jobs created and maintained. incentive was for a maximum of ten years subject to the Board of County Commissioners determining Bimbo Bakeries USA, Inc., eligibility annually.

Resolution 2011-132 Sec. 6a states there is to be 58 full time positions created and Bimbo Bakeries USA, Inc. is representing to the Board of County Commissioners that at least 58 full time positions have been maintained.

Bimbo Bakeries USA, Inc. would like for the Board to consider approval of 100% exemption for year seven (7). COTA Order 2011-7931EDX for Bimbo Bakeries USA, Inc. is for years 2012 through 2021.

Resolution No. 2014-5 approved the transfer of the exemption from Allen Foods, Inc. to Bimbo Bakeries USA, Inc. All other provisions of Resolution No. 2011-132 shall remain in effect.

CAB/clh

Attachments

Allen foods renewal memo/ecodevos/db



4801 Cox Road, Suite 101 Glen Allen, VA 23060-6803

December 13, 2017

Cynthia A Beck Shawnee County Clerk 200 SE 7th Street, Room 107 Topeka, KS 66603

RE: EDX

Bimbo Bakeries USA, Inc.

2018 Renewal

Dear Ms. Beck:

This letter represents Bimbo Bakeries USA, Inc.'s request that the tax exemption granted pursuant to Shawnee County Resolution No. 2011-132 dated August 15, 2011, and Shawnee County Resolution No. 2014-5 dated January 13, 2014 be renewed for 2018. A check in the amount of \$100 for the renewal fee is enclosed.

Paragraph 6A of Shawnee County Resolution No. 2011-132 provides that renewal is conditional upon the requirement that the addition of the new facility will create and maintain 58 position. We can confirm at this time that we have maintained at least 58 positions. Furthermore, to the best of our knowledge and belief, we are in compliance with all other conditions contained in Shawnee County Resolution No. 2011-132 and Shawnee County Resolution No. 2014-5.

We hope that this letter provides the necessary information for Shawnee County to act favorable on our request for renewal of the exemption. If there is any additional information that is necessary in order for the County to act favorably on the renewal request, please contact me and will provide whatever is necessary. As always, we appreciate the cooperation we have received from Shawnee County, and we will be pleased to answer any questions that you may have regarding any issues.

Sincerely,

Richard M Lee, Jr. Vice President - Tax Bimbo Bakeries USA, Inc. 215-347-5683

Cc: S. Lucky DeFries

James Crowl, Shawnee County Counselor Steve Bauman, Shawnee County Appraiser



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

From: Cynthia A. Beck, Shawnee County Clerk

RE: Renewal of Mars Chocolate North America, LLC Tax Exemption for year 2018

Pursuant to Resolution 2015-28, Mars Chocolate North America, LLC was granted a tax exemption-incentive for economic development for new jobs created. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining Mars Chocolate North America, LLC eligibility annually.

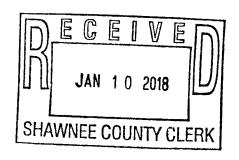
Resolution 2015-28 Sec. 6a states there is to be at least 175 positions maintained. Mars Chocolate North America, LLC is representing to the Board of County Commissioners that at least 175 full time positions have been maintained.

Mars Chocolate North America, LLC would like for the Board to consider approval of 100% exemption for year four (4). BOTA Order 2015-4643 EDX for Mars Chocolate North America, LLC is for years 2015 through 2024.

CAB/clh

Attachments

Mars renewal memo.doc/ecodevos/db



January 5, 2018.

Cynthia A. Beck Shawnee County Clerk 200 SE 7th St., Room 107 Topeka, KS 66603

Re: Mars Chocolate North America, LLC

EDX Renewal Application

Dear Ms. Beck:

Please treat this letter as Mars Chocolate North America, LLC's (hereinafter "Mars") request that the tax exemption granted pursuant to Shawnee County Resolution No. 2015-28, dated April 2, 2015, be renewed for 2018. A check in the amount of \$100.00 for the renewal fee is included with this letter.

Paragraph 6, subsections a-e of Shawnee County Resolution No. 2015-28 provide that renewal is conditioned upon Mars' continued compliance with the conditions contained therein. We can confirm at this time that Mars hired and continues to maintain at least 175 full-time or equivalent positions to accommodate the operation of its facilities. Furthermore, to the best of our knowledge and belief, we are in compliance with subsections b-e of Paragraph 6 contained within the above-referenced resolution.

We hope that this letter provides the necessary information for Shawnee County to act favorably on our request for renewal of the subject exemption. If there is any additional information that is necessary in order for the County to act favorably on the renewal request, please contact me and we will provide whatever is Cynthia A. Beck January 5, 2018 Page 2

necessary. As always, we appreciate the cooperation we have received from Shawnee County and we will be pleased to answer any questions you may have regarding these issues.

Sincerely,

MARS CHOCOLATE NORTH AMERICA, LLC

By:

Bret openaler - Site Director

Name/Title

cc: S. Lucky DeFries
James Crowl, Shawnee County Counselor
Steve Bauman, Shawnee County Appraiser



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date:

January 17, 2018

To:

Board of County Commissioners

From: Cynthia A. Bec Shawnee County Clerk

RE:

Renewal of Hill's Pet Nutrition Tax Exemption for 2018

Pursuant to Resolution 2011-134, Hill's Pet Nutrition was granted a tax exemption-incentive for economic development in an amount of 100% for construction of the canine animal colony and personal property. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining Hill's eligibility annually.

Hill's Pet Nutrition is representing to the Board of County Commissioners that they meet the eligibility requirements of Resolution 2011-134 Sec. 6 for 2018 and they would like for the Board to consider approval of 100% exemption for year seven (7). COTA Order 2011-7932EDX is for years 2012 through 2021.

CAB/clh

Attachments

Hill's canine renewal memobcc.doc/ecodevo/db



Hill's Pet Nutrition, Inc., and Subsidiaries P. O. Box 148
Topeka, Kansas 66601-0148
(785) 354-8523

January 12, 2018

Ms. Cindy Harper County Clerk, Shawnee County 200 SE 7th Street Topeka, KS 66603-3933

RE: Application for Annual Renewal of Ad Valorem Exemption, Resolution No. 2011-134

Dear Ms Harper:

Hill's Pet Nutrition, Inc. requests renewal for 2018 of the Ad Valorem tax exemption-incentive authorized by Shawnee County Resolution No. 2011-134 and granted by the State of Kansas Court of Tax Appeals Docket No. 2011-7932-EDX.

Hill's Pet Nutrition, Inc. has maintained the required forty five (45) positions as required by the Shawnee County Resolution No. 2011-134. We, there state, are in compliance with the eligibility requirements for this exemption-incentive as defined in Shawnee County Resolution No. 2011-134.

Enclosed with this request is the required renewal application fee of \$100.00.

If you have any questions or need additional information, please contact me at 785.368.5624 or my Director, Steve Quinn, at 785.368.5070.

Thank you for your assistance in presenting our renewal request to the Shawnee County Commissioners for their approval.

Monique Fortune Finney

Senior Tax Analyst Hill's Pet Nutrition, Inc.

Enclosure:

Sifficereffy.



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date:

January 12, 2018

To:

Board of County Commissioners

From: Cynthia A. Beck, Shawnee County

RE:

Renewal of Frito-Lay, Inc's Tax Exemption for 2018

Pursuant to Resolution 2009-51, Frito-Lay, Inc. was granted a tax exemption-incentive for economic development according to sec. 6a) they "shall maintain at least four-hundred-fifty (450) full time or equivalent positions to accommodate the operation of its Topeka facility". The incentive was for a maximum of ten years subject to the Board of County Commissioners determining eligibility annually.

Frito-Lay is representing to the Board of County Commissioners that they meet the eligibility requirements for 2018 and they would like for the Board to consider approval of 100% for year nine (9). COTA Order 2009-5442EDX for Frito-Lay is for years 2010 through 2019.

CAB/clh

Attachments

Frito-Lay renewalmemobcc/ecodevo/db



January 10, 2018

Cynthia Beck Shawnee County Clerk 200 SE 7th Street, Room 107 Topeka, KS 66603

RE: Frito-Lay, Inc. Request for Renewal of Tax Exemption Incentive

Ms. Beck:

Please accept this letter as Frito Lay, Inc.'s request to renew the tax exemption incentive with regards to Resolution 2009-51 along with Order 2009-5442-EDX and Resolution 2010-90 along with Order 2010-8342-EDX. In addition, this letter shall serve as the annual notification that Frito Lay, Inc. is in compliance with the resolutions and it has met the eligibility requirements, as outlined below.

Order 2009-5442-EDX & Resolution 2009-51

- 1. Requirement is to maintain at least 450 full time or equivalent positions to accommodate the operation of the Topeka facility. At the end of 2017, Frito had 1,076 full time employees and 83 part time employees at the Topeka facility.
- 2. The company has continued the original ownership and all taxes have been paid timely with no delinquencies.

Order 2010-8342-EDX & Resolution 2010-90

- 1. Requirement is to maintain at least 450 full time or equivalent positions to accommodate the operation of the Topeka facility. At the end of 2017, Frito had 1,076 full time employees and 83 part time employees at the Topeka facility.
- 2. The company has continued the original ownership and all taxes have been paid timely with no delinquencies.

We respectfully request that you renew the 100% tax exemption incentive established by Resolution 2009-51 for year nine (9) and the 100% tax exemption incentive established by Resolution 2010-90 for year eight (8). Enclosed are two \$100.00 checks made payable to Shawnee County, KS for the renewal fees. Also enclosed for your reference are our 2017 paid tax statements.

If you have any questions, please contact me at 972-334-2969 or email at: kathy.alfano@pepsico.com

Sincerely,

Kathleen H. Alfano, Senior Director PepsiCo Economic Development 7701 Legacy Drive Plano, Texas 75024



Shawnee County Office of County Clerk CYNTHIA A. BECK

AZ

785-251-4155 Fax 785-251-4912 <u>www.snco.us</u>

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

To: Board of County Commissioners

From: Cynthia A. Beck, Shawnee County Clerk

RE: Renewal of Frito-Lay, Inc's Expansion Tax Exemption for 2018

Pursuant to Resolution 2010-90 Frito-Lay, Inc. was granted a tax exemption-incentive for economic development according to sec. 6a) they "shall maintain at least four-hundred-fifty (450) full time or equivalent positions to accommodate the operation of its Topeka facility". The incentive was for a maximum of ten years subject to the Board of County Commissioners determining eligibility annually.

Frito-Lay is representing to the Board of County Commissioners that they meet the eligibility requirements for 2018 and they would like for the Board to consider <u>approval of 100% for year eight (8)</u>. COTA Order 2010-8342EDX for Frito-Lay is for years 2011 through 2020.

CAB/clh

Attachments

Frito-Lay renewalmemobcc/ecodevo/db



January 10, 2018

Cynthia Beck Shawnee County Clerk 200 SE 7th Street, Room 107 Topeka, KS 66603

RE: Frito-Lay, Inc. Request for Renewal of Tax Exemption Incentive

Ms. Beck:

Please accept this letter as Frito Lay, Inc.'s request to renew the tax exemption incentive with regards to Resolution 2009-51 along with Order 2009-5442-EDX and Resolution 2010-90 along with Order 2010-8342-EDX. In addition, this letter shall serve as the annual notification that Frito Lay, Inc. is in compliance with the resolutions and it has met the eligibility requirements, as outlined below.

Order 2009-5442-EDX & Resolution 2009-51

- 1. Requirement is to maintain at least 450 full time or equivalent positions to accommodate the operation of the Topeka facility. At the end of 2017, Frito had 1,076 full time employees and 83 part time employees at the Topeka facility.
- 2. The company has continued the original ownership and all taxes have been paid timely with no delinquencies.

Order 2010-8342-EDX & Resolution 2010-90

- 1. Requirement is to maintain at least 450 full time or equivalent positions to accommodate the operation of the Topeka facility. At the end of 2017, Frito had 1,076 full time employees and 83 part time employees at the Topeka facility.
- 2. The company has continued the original ownership and all taxes have been paid timely with no delinquencies.

We respectfully request that you renew the 100% tax exemption incentive established by Resolution 2009-51 for year nine (9) and the 100% tax exemption incentive established by Resolution 2010-90 for year eight (8). Enclosed are two \$100.00 checks made payable to Shawnee County, KS for the renewal fees. Also enclosed for your reference are our 2017 paid tax statements.

If you have any questions, please contact me at 972-334-2969 or email at: kathy.alfano@pepsico.com

Sincerely,

Kathleen H. Alfano, Senior Director PepsiCo Economic Development

7701 Legacy Drive Plano, Texas 75024



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date:

January 12, 2018

To:

Board of County Commissioners

From: Cynthia A. Beck, Shawnee County C

RE:

Renewal of US Foods Tax Exemption for 2018

Pursuant to Resolution 2011-15 US Foods was granted a tax exemption-incentive for economic development. According to sec. 7 they shall maintain at least (175) full time or equivalent positions. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining eligibility annually.

US Foods is representing to the Board of County Commissioners that they meet the eligibility requirements for Section 7 for 2017 and they would like for the Board to consider approval of 100% for year eight (8). COTA Order 2011-660EDX years 2011 through 2020.

CAB/clh

Attachments

Us foods renewalmemobcc/ecodevo/db

January 3, 2018

Shawnee County Clerk's Office 200 SE 7th Room 107 Topeka, Kansas 66603

RE: US Foods, Inc. (f/k/a U.S. Foodservice, Inc.) – Renewal Request to Shawnee County Under Resolution No. 2011-15

Dear Ms. Martin:

This letter constitutes US Foods, Inc.'s request under Section 8 of Resolution No. 2011-15 for renewal of the tax exemption-incentive authorities the Resolution. US Foods is also providing the County with the required \$100 renewal fee.

By this letter, US Foods, Inc. certifies that it has maintained not less than 175 full-time or equivalent positions to accommodate the operation of its facility.

Please contact me or Georgianna Coursume at 480-766-5840 with any questions or concerns. Thank you very much for your assistance with this matter.

Sincerely,

Andy Shelburne | VP Corporate Taxation 8075 S River Parkway | Tempe, AZ 85284

O 480.766.5816

andy.shelburne@usfoods.com

AS/gkc



Shawnee County Office of County Clerk CYNTHIA A. BECK

AIZ

785-251-4155 Fax 785-251-4912 <u>www.snco.us</u>

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

To: Board of County Commissioners

From: Cynthia A. Beck Shawnee County Clerk

RE: Renewal of HME, Inc. Expansion #2, Tax Exemption for year 2018

Pursuant to Resolution 2009-71, HME Inc. was granted a tax exemption-incentive for economic development for 19 new jobs created. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining HME's eligibility annually.

HME, Inc., is representing to the Board of County Commissioners that they meet the eligibility requirements of Resolution 2009-71 Sec. 6 for 2018 and they would like for the Board to <u>consider approval of 100% exemption for the maintained jobs for year ten (10).</u> COTA Order 2009-4611 EDX for HME, Inc. is for years 2009 through 2018.

CAB/clh

Attachments

Hme#2renewalmemo.doc/ecodevos/db





January 8, 2018

Shawnee County Clerk Courthouse – Room 107 Topeka, KS 66603-3963

RE:

Resolution No. 2009-71EDX - Docket #2009-4611-EDX

To Shawnee County Clerk:

This letter is to advise that we have maintained the twenty-four new positions required for tax exemption and will provide supporting evidence of HME, Inc.'s maintenance of those positions as a result of economic incentives and tax relief provided by Shawnee County.

Listed below is a table representing the changes in our company's total employment since the tax exemptions were issued. Also included is a detailed spreadsheet of how we calculate the average number of employees for each year.

| | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
|-----------------------------|------|------|------|------|------|------|------|------|------|
| Average number of employees | 92 | 100 | 101 | 100 | 108 | 130 | 144 | 188 | 241 |
| Increase over prior year | 24 | 8 | 1 | -1 | 8 | 22 | 14 | 44 | 53 |
| % increase over prior year | 35% | 9% | 0% | 0% | 8% | 21% | 11% | 31% | 28% |
| | 2017 | | | | | | | | |
| Average number of employees | 286 | | | | | | | | |
| Increase over prior year | 45 | | | - | | | | | |
| % increase over prior year | 19% | | | | | · · | | | |

It is the intent of HME, Inc. to continue to grow and expand in Shawnee County thus continuing to add jobs. We hope you will find this information helpful in making your decision to approve the extension of the tax exemption-incentive for 2018.

If you have any questions please feel free to contact me at 235-1524 x 376.

Thank you for your time and consideration.

Sincerely,

Angela Ayata Controller



Shawnee County Office of County Clerk CYNTHIA A. BECK

785-251-4155 Fax 785-251-4912 www.snco.us

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

From: Cynthia A. Beck, Shawnee County Clerk

RE: Renewal of HME, Inc. Expansion #3, Tax Exemption for year 2018

Pursuant to Resolution 2016-49, HME Inc. was granted a tax exemption-incentive for economic development for 39 new jobs created. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining HME's eligibility

HME, Inc., is representing to the Board of County Commissioners that they meet the eligibility requirements of Resolution 2016-49 Sec. 6 for 2018 and they would like for the Board to consider approval of 100% exemption for the maintained jobs for year three (3). COTA Order 2016-6008-EDX for HME, Inc. is for years 2016 through 2025.

CAB/clh

Attachments

Hme#3renewalmemo.doc/ecodevos/db





January 8, 2018

Shawnee County Clerk Courthouse – Room 107 Topeka, KS 66603-3963

RE:

Resolution No. 2016-49 - Docket #2016-6008-EDX

To Shawnee County Clerk:

This letter is to advise that we have maintained the thirty-nine new positions required for tax exemption and will provide supporting evidence of HME, Inc.'s maintenance of those positions as a result of economic incentives and tax relief provided by Shawnee County.

Listed below is a table representing the changes in our company's total employment since the tax exemptions were issued. Also included is a detailed spreadsheet of how we calculate the average number of employees for each year.

| | 2015 | 2016 | 2017 |
|-----------------------------|------|------|------|
| Average number of employees | 188 | 241 | 286 |
| Increase over prior year | 44 | 53 | 45 |
| % increase over prior year | 31% | 28% | 19% |

It is the intent of HME, Inc. to continue to grow and expand in Shawnee County thus continuing to add jobs. We hope you will find this information helpful in making your decision to approve the extension of the tax exemption-incentive for 2018.

If you have any questions please feel free to contact me at 235-1524 x 376.

Thank you for your time and consideration.

Sincerely,

Angela Ayala Controller



Shawnee County Office of County Clerk CYNTHIA A. BECK

A12

785-251-4155 Fax 785-251-4912 <u>www.snco.us</u>

200 SE 7th Street Room 107 Topeka, Kansas 66603-3963

Memorandum

Date: January 12, 2018

To: Board of County Commissioners

From: Cynthia A. Beck, Shawnee County Clerk

RE: Renewal of Crosswind Petfoods, Inc. for 2018

Pursuant to Resolution 2014-62, Crosswind Petfoods, Inc., was granted a tax exemption incentive for added improvements for economic development for 31 new jobs created and maintained. The incentive was for a maximum of ten years subject to the Board of County Commissioners determining Crosswind Petfoods Inc., eligibility annually.

Resolution 2014-62 Sec. 6a states there is to be 31 full time positions created and maintained. Crosswind Petfoods Inc., is representing to the Board of County Commissioners that they meet the qualifications as set out in Resolution No. 2014-62.

Crosswind Petfoods, Inc., would like for the Board to <u>consider approval of 100%</u> <u>exemption for year four (4)</u>. BOTA Order 2014-6120-EDX for Crosswind Petfoods, Inc., is for years 2015 through 2024.

CAB/clh

Attachments

Crosswind Petfoods renewal memo/ecodevos/db



December 8, 2017

Board of County Commissioners Shawnee County Kansas 200 SE 7th Street B-11 Topeka, KS 66603

RE: Exemption from Ad Valorem Taxes Parcel # 089-133-07-0-10-06-001.00-0

To whom it may concern:

We are requesting a renewal on our exemption from Ad Valorem Taxes on the above mentioned parcel. The address of said parcel is:

2127 SE Lakewood Blvd. Topeka, KS

We meet the qualifications as set out in the resolution granting the exemption.

As required, enclosed is our check for \$100 made payable to the Shawnee County Clerk in payment of the fee applicable to the renewal.

Also, please be advised that any future correspondence or requests for information should be sent to:

Mr. Robert Kupka Chief Financial Officer Crosswind Industries 509 Old South 75 Highway Sabetha, KS 66534

Sincerely,

Robert Kupka

Chief Financial Officer, Secretary and Treasurer



Shawnee County Health Department

Shawnee County Health Department

Linda K. Ochs, Director 2600 SW East Circle Dr., Topeka, KS 66606 Ph. 785.251.5600 | Fax 785.251.5696

www.shawneehealth.org

DATE

January 12, 2018

TO:

Board of County Commissioners

of the County of Shawnee, Kansas

FROM:

Linda K. Ochs, Director LKO

RE:

Request Approval of Agreement and Pay Annual Maintenance Fee for KIPHS

Software

Action requested: Approval of agreement between the Shawnee County Health Department (SCHD) and the Kansas Integrated Public Health System (KIPHS), Inc., and to pay the annual maintenance fee.

SCHD utilizes KIPHS as the primary data management and billing software system. This system was implemented for use in SCHD in 2010. The KIPHS system has capability to schedule appointments, identify guarantors, list client allergies, document and update immunization histories, track vaccine inventory and medical records, produce forms, etc.

The annual maintenance fee for 2018 is \$7,060.13 and funds are included in the 2018 budget to cover this expense. This maintenance fee covers the cost for licensing, unlimited telephone support, and software updates.

LKO/klw

Attachments

C

Betty Greiner, Director of Administrative Services

Edith Matthews, SCHD Finance Officer

Carrie Delfs, Clinical Services Division Manager

KIPHS, Inc.



KIPHS, Inc. 400 N Woodlawn Suite #1 Wichita, KS 67208

(316)682-0900 support@kiphs.com http://www.kiphs.com

Invoice

| TO SEE THE LOCAL SECTION OF THE PARTY OF THE | |
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| 10/01/2017 | 7060 |
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| Feb l | 02/01/2018 |

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| Kansas PHClinic Maintenance for 2018 | 1 | 7,060. | |
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| 00 Maintenance increase from 2016 for 4 Additional Licenses | | Tot | al 57,060. |

KIPHS SOFTWARE LICENSE AGREEMENT

THIS KIPHS LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _________, 2018 by and between KIPHS, Inc., a Kansas corporation ("Licensor"), and Board of County Commissionershereinafter referred to as "Licensee").

of the County of Shawnee, Kansas RECITALS

- A. Kansas Health Institute ("KHI") is the sole and exclusive owner of certain local health department clinic management computer application software known as the Kansas Integrated Public Health System, as the same may exist on the date hereof ("KIPHS Software") as well as all Documentation and Derivative Works (as that term is herein defined) (collectively, the "Intellectual Property");
- B. KHI desires to expand, improve, and foster the use of the KIPHS Software; and
- C. Licensor has acquired an exclusive license to commercially exploit the Intellectual Property, including the right to sublicense the KIPHS Software to third parties ("KIPHS Software License"); and
- D. Licensee desires to receive a license of KIPHS Software under the terms of this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

(1) Agreement to Participate: Licensee agrees during the Term hereof to fully use KIPHS Software, and all features thereof (unless otherwise agreed in writing between the parties hereto) in its operations. Licensor may, from time to time in such ways and with such resources as Licensor in its discretion elects, during the Term hereof provide Licensee with installation and maintenance services, and upgrades.

(2) License Agreement:

- (a) Grant of License: Licensor hereby grants Licensee a personal, nonexclusive, and non-transferable license to use KIPHS Software and Documentation during the Term hereof strictly in accordance with the terms and conditions hereinafter set forth. KIPHS Software, and all copies thereof, in whole or in part, and all copyright, patent, trade secret, and other intellectual and proprietary rights therein, are and shall remain the property of Licensor. Licensor and Licensee each hereby agree that notwithstanding the contrary provisions of any other agreement, this Agreement shall be the sole and exclusive document controlling the rights, powers, duties and liabilities of each party hereto with respect to KIPHS Software and the other subjects addressed herein. For purposes of this Agreement, the term "Documentation" shall mean any KIPHS Software manual and any written or printed technical material (including any materials posted on a Website of Licensor) provided by Licensor for use with the KIPHS Software to explain the operation of the KIPHS Software and/or aid in its use.
- (b) <u>Limitations on Use</u>: Licensee shall use KIPHS Software only in the United States on one computer system at any one time. Licensee shall at Licensee's expense, within a period of 30 days after the release of any new version of KIPHS Software, move to any current version of KIPHS Software supplied by Licensor; and cease all use of prior versions of KIPHS Software. Licensee employees shall use KIPHS Software only as part of their work with Licensee, and within said employment only in strict accordance with the provisions and restrictions of this Agreement. No other use of KIPHS Software is licensed or permitted without the written consent of Licensor and KHI. Without limiting the generality of the foregoing sentences, neither Licensee nor any employee thereof (nor any person or entity having access to KIPHS Software through Licensee) shall utilize KIPHS Software or any component thereof. Neither Licensee nor any employee thereof (nor any person or entity having access to KIPHS Software through Licensee) shall, during or after this Agreement, copy, modify, reverse assemble, reverse engineer, decompile, or otherwise attempt to discern the source code of the KIPHS Software, in whole or in part, or of any other proprietary aspects of the Intellectual Property nor remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Licensor on or in any part of KIPHS Software.
- (c) Confidentiality: Licensee agrees to design, and at all times during and after the Term hereof implement and maintain, all reasonable, prudent, and/or legally required security procedures to maintain the confidentiality of the data stored within KIPHS Software (as those standards and requirements are recognized or imposed from time to time), such that no such data (or any portion thereof) is ever revealed to any person or entity except those fully authorized and entitled to receive the same, and then only to the extent and in such manner as no civil, criminal, or administrative liability to any party shall arise from such disclosure. Licensee acknowledges and agrees that KIPHS Software as a product does not necessarily include such security features, that the same must be designed by and acquired from other sources, and that the fees paid by Licensee hereunder are not for a product containing such security features (but expressly exclude the same). Licensee represents and warrants to Licensor that such security features will in fact be designed and obtained by Licensee from others, and will be implemented and at all times followed and maintained. Without creating any right to use KIPHS Software after termination of this Agreement, the limitations on use shall in all events survive (without limitation) any termination of this Agreement.
- (d) Exceptions to Confidentiality Provisions: Notwithstanding the above, either party may disclose (1) all or part of the Intellectual Property to its employees or independent contractors (with a need to know such information), and (2) the Software to Licensee's employees, agents, or independent contractors (having a reasonable need to know such information); provided that Licensee and such parties have entered into a written confidentiality agreement on terms not less restrictive than those contained herein. Licensor shall be named a third party beneficiary to such confidentiality agreements with the express authority to enforce such agreements against such parties.

- (e) Exclusion of Warranties and Limitation on Remedies: Licensor expressly warrants that KIPHS Software, as delivered hereunder, will be on media which will copy onto Licensee's workstations, if said workstations meet the specifications established by Licensor for the same (which specifications will be furnished upon request). In the event the media fails to initially copy, Licensor will replace the media. EXCEPT FOR THIS EXPRESS WARRANTY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. LICENSOR HAS NO CONTROL OVER THE CONDITIONS UNDER WHICH LICENSEE USES THE KIPHS SOFTWARE. THEREFORE, LICENSOR DOES NOT AND CANNOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE. EACH PROGRAM AND EACH OF THE DOCUMENTATION IS BEING PROVIDED ON AN "AS IS" BASIS ONLY. THE PARTIES HERETO AGREE THAT WITHOUT LIMITING THE GENERALITY OF THIS WARRANTY DISCLAIMER, THERE ARE NO OTHER WARRANTIES OF ANY KIND, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL LICENSOR BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF KIPHS SOFTWARE, OR ANY PORTION THEREOF, OR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE, MISUSE, OR LOSS OF USE OF DATA, OR THE LOSS OF PROFITS, EVEN IF LICENSOR HAS BEEN TOLD OF THE SAME. IN ABSOLUTELY NO EVENT MAY ANY RECOVERY EXCEED THE TOTAL FEES ACTUALLY PAID HEREUNDER FOR THE ANNUAL PERIOD IN WHICH THE CLAIM IS MADE. The fees paid hereunder by Licensee reflect this understanding, and Licensee acknowledges that this Agreement would not have been entered into by Licensor had the warranties not been disclaimed and the remedies limited as set forth in this subsection.
- (f) Limitations on Copying, Reproduction, Disclosure & Assignments:
 - (i) <u>Copies Furnished by Licensor</u>. Licensor shall furnish Licensee with one copy of KIPHS Software and associated PROGRESS database licenses. Licensor shall register the PROGRESS licenses operating at Licensee with Progress Software Corporation.
 - (ii) Replacement Copies. Licensor will replace the copy of KIPHS Software and associated PROGRESS database software upon receipt of information, which Licensor in its discretion deems adequate, demonstrating that the original copy furnished hereunder has been destroyed.
 - (iii) Other Copies Prohibited. Licensee shall, both before and after termination of this Agreement, be prohibited from duplicating KIPHS Software or the PROGRESS database program, or any portion thereof, onto any media, including, but not limited to, paper, magnetic tape, paper tape, disc, or other electronic media, other than for the purpose of making backup copies.
 - (iv) Nondisclosure of Software. Licensee recognizes and acknowledges that KIPHS Software and the PROGRESS database, together with all information derived therefrom, constitute confidential information, which is proprietary to Licensor and Progress Software Corporation. Licensee therefore agrees that Licensee will never, and will never permit any of its employees, agents or consultants, during or after the term of this Agreement, in any form intentionally or negligently to disclose KIPHS Software, or any part thereof, to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as necessary to use KIPHS Software as a case management system for its own cases or unless: (i) such disclosure is pre-authorized by the non-disclosing party in writing; (ii) such information was previously known by the disclosing party free of any obligation to retain confidentiality; or (iii) such information has been or subsequently is made public through no breach of this Agreement by the disclosing party; or (iv) such disclosure is required by any governmental agency or by court order; provided, however, that the disclosing party must provide the non-disclosing party prompt notice of such order and the opportunity to intervene and/or seek a protective order or other remedy..
 - (v) Assignments. Licensor may assign its interest in this Agreement without the consent of Licensee. However, Licensor will notify Licensee in writing prior to making the assignment. If the license between KHI and Licensor is terminated or cancelled, Licensee acknowledges that KHI (or its designee) shall have the option (but not the obligation) in KHI's sole and absolute discretion, to assume any or all of Licensor's rights and obligations under this Agreement. Licensee may not assign, sublicense, hypothecate, grant a security interest in, or otherwise transfer this Agreement, or any rights derived thereunder, without the prior written consent of Licensor and KHI, which may be granted or withheld by Licensor or KHI in their respective sole discretion.
 - (vi) Governmental Licensee. If Licensee is a department or agency of the federal government, Licensee acknowledges the KIPHS Software is "commercial computer software" or "commercial computer software documentation," and Licensee's rights are limited to the terms of FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable
 - (vii) <u>Progress Software Corporation User Agreement</u>. Licensor has entered into a software agreement for use of the PROGRESS database products in the development of and use of KIPHS Software. Licensee agrees to be bound by the terms and conditions of the Progress Software Corporation Application Partner Agreement, attached as Exhibit 1.
- (3) Annual Maintenance Fee: The Licensee shall pay an annual maintenance fee in advance as set forth in the original purchase agreement, as a maintenance fee for KIPHS Software and for other services provided by Licensor hereunder. The first annual payment shall be paid by Licensee to Licensor upon completion of the software installation and system conversion, and each subsequent annual fee shall be paid no later than the annual invoice due date of each subsequent calendar year. All references in this Agreement to the "Term" hereof shall refer to the period for which Licensee has paid a maintenance fee unless this Agreement is earlier terminated, in which event the Term hereof shall end upon the date of such termination. Other than as set forth in the original purchase agreement, Licensor reserves the right to adjust the annual maintenance fee based (in part) on Licensor's cost of supplying the services delineated. In addition to any maintenance fee or other amounts charged hereunder, Licensee shall pay to or reimburse Licensor for amounts equal to any sales and/or use tax, excise tax, tariff, duty, property tax or assessment (other than any tax based upon Licensor's net income) and related interest and penalties imposed by any governmental authority at any time regarding the License or use of the Software or the services provided by Licensor. Such amounts shall be invoiced to Licensee by Licensor, and Licensee shall promptly reimburse Licensor for such amounts. Maintenance services will be provided by a combination of telephone, email, remote support connection and Licensee access to the Licensor's web site.

(4) Termination/Transfer:

- (a) Licensor, in its sole discretion, may terminate this Agreement at any time if: (1) Licensee fails to pay any amount due within ten (10) days after notice to Licensee that the same is delinquent or if Licensee otherwise fails to timely satisfy the conditions outlined in this Agreement; (2) Licensee dissolves, becomes insolvent, or fails to function; (3) Licensee violates the terms of KIPHS Software License (or any other provision of this Agreement) or the PROGRESS sublicense; or (4) Licensor is unable or unwilling to continue to maintain and support KIPHS Software (in which case, Licensee will be entitled to a refund of any licensee fees paid for periods occurring after the termination date.).
- (b) Licensee may terminate this Agreement upon not less than 60 days' prior written notice to Licensor provided that the fees specified in Paragraph 4 of this Agreement have been paid through the date of termination.
- (c) In the event the Agreement is terminated by either party without cause, then notwithstanding anything to contrary set forth in this Agreement, Licensee shall be afforded a reasonable time, but not to exceed 120 days, for conversion of its data to another system and, at the end of such time, shall: (1) return the original and all copies of KIPHS Software and PROGRESS data base to Licensor, or portions thereof, in all forms of media (2) permanently erase all copies of KIPHS Software on any computer or other media in which it has been installed, and (3) certify in writing under sworn oath to by Licensor's chief executive officer/director that no copies (in any format, whether electronic or otherwise) of KIPHS Software or PROGRESS database have been retained by any Licensee or any other person or entity. Further, if notwithstanding the prohibitions against the same, Licensee has modified the KIPHS Software or the PROGRESS database shall be completely removed from the updated work and returned to Licensor as provided in this Section. If it is necessary for Licensor to bring legal action to enforce the provisions of this subsection, Licensee shall pay Licensor's costs of any such action or proceeding, including but not limited to, attorneys' fees.
- (d) Licensor shall deposit a copy of the source code for the KIPHS Software with an independent third party escrow agent. In the event Licensor ceases to be in business or is dissolved in any manner provided by law; KHI declines to assume all of Licensor's contract obligations; and no successor entity with proprietary ownership interest and control over Licensor is then available to Licensee to provide installation, maintenance, or upgrade services for the KIPHS software during the then remaining Term of this Agreement, the parties agree that a copy of such KIPHS software source code shall be made available to Licensee by such escrow agent and that in such event, Licensee may make use of said information to maintain or upgrade the KIPHS software for its private use as contemplated by this Agreement as it deems necessary, in Licensee's sole discretion, subject to the terms and conditions set forth in the KIPHS Software License.
- (e) If Licensor offers the KIPHS software on another hardware platform or operating system, Licensee has the right to transfer the software to the alternative hardware platform or operating system. If this election is made, the Licensee will reimburse Licensor for the costs incurred in transferring the software to the alternative platform or operating system.
- (5) Export Law Assurances: Licensee agrees and certifies that neither the Software, nor the Documentation, nor any other technical data received from Licensor, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software and/or Documentation has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software and/or Documentation nor any other technical data received from Licensor, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software and/or Documentation.
- (6) Indemnity: Licensee, to the fullest extent permitted by law, shall indemnify and hold harmless Licensor, Licensor's stockholders and affiliates, and all officers, directors, partners, employees, agents predecessors in interest, contracting parties, and vendors (each individually, an "Indemnitee") of Licensor and Licensor's stockholders and affiliates from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative, or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to (i) any use (without limitation, including misuse) by Licensee or others of KIPHS Software as licensed hereunder, or the data collected as a result thereof, (ii) any violation of any provision of this Agreement, and/or (iii) any act or omission of Licensee. Licensee, upon written notice from Licensor or any Indemnitee, shall at Licensee expense resist or defend such action or proceeding by counsel reasonably approved by Licensor in writing. In the event Licensee shall fail to do so after such written notice, Licensor (or any Indemnitee) shall be entitled to do so, at Licensee's sole expense. The provisions of this Paragraph shall survive termination of this Agreement for any reason.
- (7) Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the KIPHS Software and supersedes all previous agreements heretofore made and executed. Any alteration in the terms of this Agreement must be in written form and must be signed by both Licensor and Licensee.
- (8) Execution by Licensee: Licensee represents and warrants to Licensor that the execution, delivery and performance of this Agreement has been duly authorized by all governing bodies whose approval or authorization is required by law or any of Licensee's organizational documents, ordinances, rules or procedures, that this Agreement is the lawful and binding obligation of Licensee, enforceable in accordance with its terms and that the execution, delivery and performance of this Agreement by Licensee does not violate any law, ordinance, regulation or rule to which Licensee is subject or constitute a breach of any agreement, order or other undertaking to which Licensee is a party or otherwise bound.
- (9) No Waiver/Nonexclusive Remedies: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition or of the right to seek any remedy. No remedy made available to Licensor by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given or now or hereafter existing at law, in equity, by statute or otherwise.

- (10) <u>Derivative Works</u>: Notwithstanding the prohibitions against the same, to the extent that the KIPHS Software or any related software manual or any written or printed technical material provided by Licensor to explain or aid in the use of the KIPHS Software is modified, altered, incorporated into, or used in association with any other computer software, whether the same is produced or performed by Licensee, its employees, its agents, or any other party (the "Derivative Work"), Licensee acknowledges and agrees that all Derivative Work is and shall be the sole property of KHI and a "work made for hire," and that KHI shall have all rights therein or arising therefrom.
- (11) Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, when mailed by first-class, registered or certified mail, return receipt requested, or when sent by overnight delivery service, to the party for which intended at such party's address set forth at the beginning of this Agreement or to such other address as either party may hereafter specify by similar notice to the other.
- (12) Governing Law: This Agreement shall be deemed to have been executed in the State of Kansas and shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the internal conflict of laws or rules thereof which would otherwise govern the laws applicable to this Agreement. As evidenced by their signatures, the parties signify their consent to the exclusive jurisdiction of and venue in Sedgwick County, District Court, Wichita, Kansas in the event of any legal action in connection with this Agreement.
- (13) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes, but all counterparts shall together constitute one and the same agreement. Facsimile signatures of the parties hereto shall be binding.
- (14) <u>Binding Upon Successors and Assigns: Third Party Beneficiary</u>: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, to the extent permitted in this Agreement, assigns. Licensor. Licensee hereby acknowledge and agree that KHI, its successors and assigns, are third-party beneficiaries of this Agreement, but its is expressly understood and agreed by Licensee that KHI shall have no obligation or liability to Licensee hereunder.
- (15) Enforceability: The parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations or decisions of any governmental or regulatory body. If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable unless the invalid or unenforceable provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances. No invalidity or unenforceability shall affect any other provision of this Agreement unless the provision deemed to be so invalid or unenforceable is a material element of this Agreement, taken as a whole.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

"Licensor"

KIPHS, INC.

Name: Guy Roberts

Title: President

"Licensee" BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS

Date: By:

Name: Kevin J. Cook

Title: Chair

ATTEST:

Date: By:

Name: Cynthia A. Beck

Title: Shawnee County Clerk

EXHIBIT 1: Progress Software Corporation Application Partner Agreement Terms and Conditions of Relevance to KIPHS End User Per Agreement Paragraph (2)(f)(vi).

4. Non-Disclosure; Copies; Alterations

- 4.1. User acknowledges that Product(s) are the valuable proprietary and trade secret information of PSC. User shall (i) limit use and disclosure of Product(s) to its employees and to its consultants who agree to be bound by the terms of this Agreement; (ii) not provide or disclose any Product(s) to another party; (iii) take all reasonable precautions to maintain the confidentiality of the Product(s).
- 4.2. User shall not alter, reverse engineer, decompile, or copy any Product(s), except that User may reproduce machine readable object code portions for back-up purposes and implementation of new releases. All titles, trademarks, copyright notices and other proprietary markings must be reproduced on all permitted copies if any have been permitted by PSC. User is prohibited from copying, in whole or in part, any Documentation. Additional Documentation is available for a separate fee.
- 4.3 User's obligations under this Section 4 shall survive the termination of this Agreement or any License granted hereunder.

SHAWNEE COUNTY HEALTH DEPARTMENT BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO SHAWNEE COUNTY CONTRACT C- \9 - 20\6

| THIS BUSINESS ASSOCIATE AGREEMEN | | |
|--|------------------------------------|------------|
| this day of Javacara, 20/6 by and | d between the Board of County Comm | issioners |
| of the County of Shawnee, Kansas on behalf | | |
| (hereinafter "Covered Entity"), and | B, TNC, ("Business Ass | sociate"), |
| collectively "the Parties". | | |
| | | |

WHEREAS, the parties have entered into Shawnee County Contract C-_____ (the "Underlying Agreement") whereby Business Associate agrees to perform certain functions on behalf of Covered Entity and/or provide certain services that qualifies it as Covered Entity's "business associate" pursuant to 45 C.F.R. §160.103; and

WHEREAS, in the performance of such functions, and/or the provision of such services, Business Associate may require access to Protected Health Information in Covered Entity's possession, custody or control, or may create or receive Protected Health Information on behalf of Covered Entity for the limited purposes identified below; and

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended effective March 26, 2013, 45 C.F.R. Parts 160 and 164, et seq. ("Privacy Rule" or "HIPAA") Covered Entity cannot Disclose Protected Health Information to, or authorize the creation or receipt of Protected Health Information on its behalf by, Business Associate unless Covered Entity obtains from Business Associate satisfactory assurances that Business Associate will property safeguard such information; and

WHEREAS, Business Associate is willing to provide such assurances to Covered Entity.

WHEREAS, it is the intent of the Parties that this Agreement rescinds any and all prior Business Associate Agreements previously entered into between Covered Entity and Business Associate, and it is the Parties' intent that for any Protected Health Information and/or Electronic Protected Health Information already in its possession, Business Associate will comply with the following provisions.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the Privacy Rule, including Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Electronic Protected Health Information, Required By Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not Use or Disclose Protected Health Information, including Electronic Protected Health Information, other than as permitted or required by this Agreement or as Required By Law.
- b. Use appropriate safeguards to prevent any Use or Disclosure of Protected Health Information other than those permitted by this Agreement. Business Associate shall implement administrative safeguards as required under 45 C.F.R. 164.308, physical safeguards as required under 45 C.F.R. 164.310 and technical safeguards as required by 45 C.F.R. 164.312 that reasonably and appropriately protect the confidentiality, integrity, and security of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by HIPAA.
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164-410, and any Security Incident of which it becomes aware.
 - i. Business Associate must report any Use or Disclosure that could constitute a Breach within five (5) business days of the date the Business Associate becomes aware of the Breach. Business Associate will provide sufficient information to permit Covered Entity to investigate and comply with its obligations under the Breach Notification Rules, including but not limited to:
 - a) identification of each Individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have accessed, acquired, Used or Disclosed during the breach
 - b) A description of the breach
 - c) date of the breach
 - d) date of discovery of the breach
 - e) the types of Protected Health Information involved in the Breach
 - f) the investigation procedure and results, and a plan for mitigation
 - ii. Business Associate shall work cooperatively with the Covered Entity to mitigate any harmful effect of any Use or Disclosure not provided for by this Agreement, and the Covered Entity may, at its election, assign notification duties to the Business Associate.
 - iii. Business Associate agrees to pay all costs for mitigation and notification made by Covered Entity to fulfill its obligations under 45 C.F.R. 164.402-414.

- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, obtain and maintain a Business Associate Agreement with each Subcontractor, Business Associate or agent which creates, receives, maintains or transmits Protected Health Information in performance of services on behalf of Business Associate and ensure such Subcontractor or agent shall agree to be bound by the same privacy, security and security Breach notification requirements that apply to Business Associate hereunder.
- e. Provide access to, at the request Covered Entity, Protected Health Information, including that within a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual within five (5) business days from a request by Covered Entity or Individual pursuant to 45 C.F.R. 164.524.
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526 within five (5) business days from a request by an Individual or Covered Entity.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 165.528 within five (5) business days from a request by an Individual or by the Covered Entity.
- h. Make its internal practices, books, and records available to Covered Entity, the Department of Health and Human Services (HHS), and/or the Office for Civil Rights (OCR) or their agents, upon request, for purposes of determining compliance with the Privacy Rule.
- i. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- j. To the extent applicable, utilize appropriate encryption and destruction methodologies in transmitting and/or destroying Covered Entity's Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only Use or Disclose Protected Health Information to fulfill its contractual obligations as set forth in the Underlying Agreement.
- b. Business Associate may Use or Disclose Protected Health Information as Required By Law.

- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information in accordance with Covered Entity's Minimum Necessary policies and procedures and as set forth in the Privacy Rule.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific Uses and Disclosures as follows:
 - i. Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notified Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - ii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- d. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Term and Termination

- a. <u>Term of Agreement.</u> This Agreement shall become effective on the date fully executed, and shall continue in effect and run concurrent to the Underlying Agreement so long as Business Associate continues to perform certain functions on behalf of and/or provides certain services that qualifies it as Covered Entity's "business associate" pursuant to 45 C.F.R. § 160.103, or until Covered Entity terminates for cause as authorized below, whichever is sooner.
- b. <u>Termination for Cause</u>. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the Breach or ended the violation within the time specified by Covered Entity.
- c. Obligations of Business Associate Upon Termination Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information:
 - iv. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3.d.i.-ii. above;
 - v. Return to Covered Entity or, if agreed to b Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed y Business Associate for its proper management and administration or to carry out its legal responsibilities;
 - vi. Provide written certification to Covered Entity certifying compliance with this Section 5.c.

d. <u>Survival</u>. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous Provisions

- a. <u>Indemnification</u>. Business Associate will indemnify, defend, and hold harmless Covered Entity and its respective directors, officers, employees, and affiliates from and against all claims, actions, damages, losses, liability, fines, penalties, costs, expenses, or reasonable mitigation or remediation services, including, without limitation, reasonable attorney's fees, incurred by Covered Entity arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by Business Associate or its directors, officers, employees, Subcontractors, or agents.
- b. <u>Regulatory References</u>. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended.
- c. <u>Amendment</u>. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Privacy Rule and any other applicable law. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the parties.
- d. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Privacy Rule.
- e. <u>Conflicting Terms.</u> In the event any terms of this Agreement conflict with any terms of the Underlying Agreement, the terms of this Agreement shall govern and control.
- f. Governing Law. This Agreement shall e governed by and construed in accordance with the laws of the State of Kansas.
- g. <u>Notices</u>. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows:

| If to Business Associate: |
|---------------------------|
| KIPHS, INC. |
| 400 N WOODLAVIN ST |
| STE 1 |
| WICHITA KS 6720B |
| |

| | fective as of the day of <u>January</u> , |
|----------------|---|
| COVERED ENTITY | BUSINESS ASSOCIATE |
| By | By All Cre |
| Print Name | Print Name Guy ROBERTS |
| Print Title | Print Title Dresident - KIAHS, INC. |
| Date | Date 1/8/18 |

Rev. 09/2013

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 13.

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

| VENDØR/CONTRACTOR! |
|---------------------------------------|
| for the fle |
| В |
| President - KIPHS Inc. |
| Title: |
| 1/8/13 |
| Date: / / |
| BOARD OF COUNTY COMMISSIONERS |
| SHAWNEE COUNTY, KANSAS |
| Kevin J. Cook, Chair |
| Revill J. Cook, Chair |
| Date: |
| ATTEST: |
| |
| Cynthia A. Beck, Shawnee County Clerk |



Shawnee County
Information Technology

Room 205, Courthouse 200 SE 7th Street Topeka, Kansas 66603-3933

Memorandum

Date: January 16, 2018

To: Board of County Commissioners

From: Pat Oblander, Information Technology Director

Re: Annual renewal with SHI for McAfee virus control software

The Information Technology department is requesting approval to renew the annual maintenance agreement (reference contract C22-2017) with McAfee for Gold Business Support for McAfee Endpoint Protection through Software House International using State of Kansas contract pricing. Funding to support this purchase, \$15,200, will be paid for by funds from the Information Technology department 2018 budget.



Pricing Proposal

Quotation #: 14490711 Reference #: P13569366 Created On: 11/28/2017 Valid Until: 12/28/2017

KS-Shawnee County Information Technology

Inside Account Manager - MOKA

Jo Atkinson

200 SE 7th Suite 200 Topeka, KS 66603 United States

Phone: (785) 251-6093 Fax: (785) 291-4965

Email: Jo.Atkinson@snco.us

Nicole Logothetis

290 Davidson Avenue Somerset, NJ 08873 Phone: 888-394-5232 Fax: 888-394-5322 Email: MOKA@shi.com

Click here to order this quote

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|-------------------|----------------------------|
| 1 McAfee Gold Business Support - Technical support - for McAfee Endpoint Protection - Advanced Suite - 1 node - GHE - Protect Plus - level F (501-1000) - phone consulting - 1 year - 24x7 McAfee - Part#: EPAYFM-AA-FI Contract Name: Open Market Contract #: Open Market Coverage Term: 2/1/2018 – 1/31/2019 | 950 | \$16.00 | \$15,200.00 |
| | | Subtotal Total | \$15,200.00 \$15,200.00 |
| dditional Optional Items | | | |
| McAfee Gold Business Support - Technical support - for McAfee | 950 | \$48.00 | \$45,600.00 |

McAfee Gold Business Support - Technical support - for McAfee Endpoint Protection - Advanced Suite - 1 node - GHE - Protect Plus -

level F (501-1000) - phone consulting - 3 years - 24x7

McAfee - Part#: EPAYLM-AA-FI Contract Name: Open Market Contract #: Open Market

Coverage Term: 2/1/2018 - 1/31/2021

Additional Comments

McAfee has a no returns policy.

To ensure quick processing, please send all POs directly to MOKA@shi.com and reference this quote



Shawnee County
Information Technology

Room 205, Courthouse 200 SE 7th Street Topeka, Kansas 66603-3933

Memorandum

Date: January 16, 2018

To: Board of County Commissioners

From: Pat Oblander, Information Technology Director

Re: Annual renewal for tape backup platform maintenance

The Information Technology department is requesting approval to renew the annual maintenance agreement (reference contract C67-2017) with Eagle Software, Inc. in the amount of \$5,668.84 for level one support for CommVault software and \$4,557.60 for hardware support of a SpectraLogic T120 Tape Drive system. The CommVault software and the SpectraLogic tape drive hardware comprise the system used to provide data backup services for most of the county's application and file servers.

Funding to support this issue, \$10,226.44 is contained in the 2018 Information Technology budget.



From:

Candi Chard
Eagle Technologies
124 Indiana Ave.
Salina, KS 67401
United States
(800) 477-5432

candic@eagleinc.com

Prepared for:

Jo Atkinson

Shawnee County Info.

Technology

200 SE 7th, Suite 200 Topeka, KS 66603 United States (785) 233-8200 jo.atkinson@snco.us

Issued: Fri 12/22/2017 1:18PM UTC-06

| Y . | Description | Unit Price | Ext. Price |
|-----------------|--|------------|------------|
| 1.00 | 7x24x365 support provided by Eagle, 2 & 3rd level support escalation to CommVault when needed. (Includes all major/minor product releases, upgrades, service packs, performed by the end user and access to CommVault's Cloud Reporting) | \$4,718.84 | \$4,718.84 |
| | CommVault CASP-Extended CommCell ID F6779 Term of coverage 3.22.2018 - 3.21.2019 | | |
| | * Does not include, Eagle nor CommVault to perform Upgrade Services, this is sold separately * | | |
| 1.00 | Standard Remote Monitoring Service; EAGLE Tech Desk receives and reviews nightly reports/logs, critical alerts and notifications, 8x5, Monday - Friday to proactively assist in maintaining the health of the environment. | \$950.00 | \$950.00 |
| | Monitoring Schedule: CommVault Spectra Logic Term of Coverage: 3.22.2018 - 3.21.2019 | | |
| 1.00 | Support Website: http://support.eagleinc.com * Online Support via a web browser; enables the (TSE) Technical Support Engineers to control a customer's desktop | \$0.00 | \$0.00 |
| | Email Support (8AM-5PM - cst): support@eagleinc.com * Additional level of coverage * Aggressive response/resolution * Software Updates/Patches * (SAM) Support Account Manager/(TSE) Technical Support Engineers help with system version upgrade | | |
| | Phone Support (8AM-5PM - cst): 800-477-5432 | | |
| | After-hours (24x7): For support after regular office hours 8AM-5PM (cst), please call the support number and select option 2. Leave a message describing the issue and a support technician will promptly reach out to you. | | |
| | If further assistance is required, parts need to be shipped; Eagle will open a ticket with the product manufacturer and provide any escalation forms/information required to process the request. Eagle support technicians remain involved and available for assistance until a resolution is determined | | |
| THE TOURS OF IN | EVITO OF TO CHAILER POWER OF COMPANY PROBLEMS OF COMPANY AND COMPANY COMPANY PROBLEMS AND COMPANY OF COMPANY O | Subtotal: | \$5,668.84 |
| ant this | quote, please sign and return to orders@eagleinc.com | Sales Tax: | \$0.00 |

| G! | | | |
|------------|----------|---------|--|
| Signature: | <u> </u> | Date: _ | |

<u>Terms and Conditions</u>: Pricing is valid for 30 days from the date of the quote. Taxes will be added in accordance with state law. Shipping and handling charges (FOB shipping point), freight charges, shipping insurance and administration fees may apply. Payment terms are Net 30. Pricing and availability are subject to change without notice. Purchaser acknowledges that, despite the best efforts and reasonable precautions of Eagle Technologies, products or services may be listed at an incorrect price or with incorrect information due to a typographical error or oversight. In such circumstance Eagle Technologies reserves the right, prior to delivery, to cancel the transaction even though Purchaser acceptance may have been confirmed. All products are non-returnable unless otherwise provided by the Manufacturer's Return Policy. Purchaser also agrees that this transaction will be governed by the Manufacturer's Terms and Conditions of Sale, if any.



Quote #10834

From:

Candi Chard

Eagle Technologies 124 Indiana Ave. Salina, KS 67401 United States (800) 477-5432 candic@eagleinc.com Prepared for:

Jo Atkinson

Shawnee County Info.

Technology 200 SE 7th, Suite 200 Topeka, KS 66603 United States (785) 233-8200 jo.atkinson@snco.us

Issued: Tue 01/09/2018 2:14PM UTC-06

| Quantity | Description | Unit Price | Ext. Price |
|---------------------|---|---|--|
| 1.00 | Next Business Day On Site Coverage | \$3,959.10 | \$3,959.10 |
| | Spectra Logic | 16 - 4-10 - 1-4-10 - | |
| | T120 SN: 1222501 | | |
| | Term of Coverage 6.21.2018 - 3.21.2019 | 7 | e en la caración |
| | 8x5 Telephone support, Trouble shooting, Part replacement | | f - 1 |
| | On Site Parts Replacement o A field service representative will be dispatched once troubleshooting steps deemed | | |
| : | necessary by Spectra have been completed, and Spectra has determined that a part | | |
| | replacement is required. Dispatch is at the discretion of Spectra and the Customer may | | |
| | be requested to replace the part if appropriate. | | |
| | o A field service representative will arrive after dispatch the following business day 08:00 - | • | • |
| | 17:00 (local time of equipment site as registered with Spectra), excluding holidays. | i | |
| | Dispatches after 17:00 (local time of equipment site) will be considered the next | | |
| | business day. 24x7x365 Web Portal - access to the Support Web Portal, knowledge base and online | • | |
| | documentation. | • | |
| | * Software and Firmware Upgrades - BlueScale software releases and firmware updates available for the Customer to download and install. | | - : : : |
| 1.00 | 24HR Phone Support Uplift Coverage | \$598.50 | \$598.50 |
| | Spectra Logic T120 | t. • | |
| | Serial Number 1222501 | 1 | |
| | Term of Coverage 6.21.2018 - 3.21.2019 | | |
| 1.00 | Support Website: http://gupnort.com/opensorm | \$0.00 | \$0.00 |
| 1.00 | Support Website: http://support.eagleinc.com * Online Support via a web browser; enables the (TSE) Technical Support Engineers to | ψ0.00 | Ψ0.00 |
| İ | control a customer's desktop | | |
| | Email Support (8AM-5PM - cst): support@eagleinc.com | | |
| | * Additional level of coverage | | |
| | * Aggressive response/resolution * Software Updates/Patches | | |
| | * (SAM) Support Account Manager/(TSE) Technical Support Engineers help with | | |
| | system version upgrade | | |
| | Phone Support (8AM-5PM - cst): 800-477-5432 | | |
| | After-hours (24x7): For support after regular office hours 8AM-5PM (cst), please call the | | |
| | support number and select option 2. Leave a message describing the issue and a | | |
| , | support technician will promptly reach out to you. | | |
| | If further assistance is required, parts need to be shipped; Eagle will open a ticket with | | |
| | the product manufacturer and provide any escalation forms/information required to | | |
| , | process the request. Eagle support technicians remain involved and available for assistance until a resolution is determined | ; i | |
| | | Subtotal: | \$4,557.60 |
| To accept this | quote, please sign and return to orders@eagleinc.com | Sales Tax: | \$0.00 |
| THE RESIDENCE TO SE | | | \$4,557.60 |
| | | i Vidi: | ************************************** |

| | · | | |
|------------|---|-------|--|
| Signature: | | Date: | |

Terms and Conditions: Pricing is valid for 30 days from the date of the quote. Taxes will be added in accordance with state law. Shipping and handling charges (FOB shipping point), freight charges, shipping insurance and administration fees may apply. Payment terms are Net 30. Pricing and availability are subject to change without notice. Purchaser acknowledges that, despite the best efforts and reasonable precautions of Eagle Technologies, products or services may be listed at an incorrect price or with incorrect information due to a typographical error or oversight. In such circumstance Eagle Technologies reserves the right, prior to delivery, to cancel the transaction even though Purchaser acceptance may have been confirmed. All products are non-returnable unless otherwise provided by the Manufacturer's Return Policy. Purchaser also agrees that this transaction will be governed by the Manufacturer's Terms and Conditions of Sale, if any.



Shawnee County
Information Technology

Room 205, Courthouse 200 SE 7th Street Topeka, Kansas 66603-3933

Memorandum

Date: January 16, 2018

To: Board of County Commissioners

From: Pat Oblander, Information Technology Director

Re: Annual renewal for Firewall Maintenance with Optive

The Information Technology Department is requesting authorization to renew the annual firewall maintenance agreement (reference contract C43-2017) with Optive for CheckPoint Enterprise software subscription coverage, End Point Full Disk Encryption maintenance, CheckPoint Threat Prevention\Extraction, and Advanced Care Support. Under the terms of this support Shawnee County will receive upgrades to the covered software products and phone support for all covered software and hardware.

Funding to support this issue, \$55,569.56 is included in the Information Technology 2018 budget.

ŎPTIV

Date: 1/11/2018 Expiration: 2/6/2018

To:
Shawnee County Info Technology
Marc Price
Information Technology
200 SE 7TH ST
STE 200
TOPEKA, KS 66603-3933
(785) 233-8200 x6103
marc.price@snco.us

2018 Quote for Check Point: 1 Year Renewal UC Account ID: 0005572219 & 0007841598

Offer Letter: 1011885760

Quote#: 784530-1 Payment Terms: Net 30 Federal ID Number: 43-1806449

From: Michael Hill (816) 701-2079 mike.hill@optiv.com

Inside Sales: Timmy Throntveit (720) 595-1321 timmy.throntveit@optiv.com

Remit Payment: PO Box 28216 Network Place

Chicago, IL 60673-1282

| Line # | Product Description | Product Code | Term | Serial Number(s) | QTY | Customer Price | Customer Extended Price |
|-----------|--|--|-----------------------------|---|-----|----------------|----------------------------|
| 1 | Check Point: Software Subscription only (Support for Software Gateways) | CPES-SS | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011886760 | 1 | USD 8,007.30 | USD 8,007.30 |
| 2 | Check Point: CHECK POINT ESSENTIAL | OPTIV-ESNT | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 1,003.50 | USD 1,003.50 |
| 3 | ASP AdvancedCare - 24x7x365 Support | OPTIV-MSS-ASP- ADVANCEDCARE | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 12,267.08 | USD 12,267.08 |
| 4 | Check Point: Premium Support - ACSP's CPES-SS-PREMIUM-ADD-ACSP | OPTIV-CPES- SS-PREMIUM- ADD-ACSP | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 17,340.30 | USD 17,340.30 |
| 5 | Check Point: Next Generation Threat Prevention Package for 1 year for 12200 Appliance | CPSB-NGTP- 12200-1Y | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 6,138.00 | USD 6,138.00 |

| Line # | Product Description | Product Code | Term | Serial Number(s) | QTY | Customer Price | Customer Extended Price |
|-----------|---|--------------------------|-----------------------------|---|-----|----------------|----------------------------|
| 6 | Check Point: Annuity Blades | CPSB-NGTP- 1430-1Y | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 5 | USD 124.00 | USD 620.00 |
| 7 | Check Point: Next Generation Threat Prevention Blades Package for 1 year for 640 Appliance | CPSB-NGTP- 640-1Y | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 93.00 | USD 93.00 |
| 8 | Check Point: Next Generation Threat Extraction Package for 1 Year for 12200 Appliance | CPSB-NGTX- 12200-1Y | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 1 | USD 9,397.34 | USD 9,397.34 |
| 9 | Check Point: EP FDE CONTRACT for annual blade renewal only | CPSB-EP-FDE- CONTRACT | 2018-02-13 to 2019-02-13 | UC 0005572219 UC 0007841598 OFFER: 1011885760 | 13 | USD 54.08 | USD 703,04 |

Subtotal: USD 55,569.56
Estimated Tax: USD 0.00
Estimated Shipping: USD 0.00
Grand Total: USD 55,669.56

Sales Quote Terms and Conditions
This sales quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this sales quote, are subject to, and will be governed by, the terms and conditions available at http://www.optiv.com/agreements