

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, JUNE 15, 2011

4:00 p.m.

-Convene

-Consider approval of the minutes of May 11 and May 18, 2011.

## CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Rescind resolution for the Planning and Zoning Classification from "A" Agricultural District to "B-2" General Business District for Lot 1 Rockwall Farms Addition as approved June 1, 2011 and consider approval of resolution replacing 11-16 which includes restriction of uses as approved. (Keith Dabney)

## REGULAR AGENDA

- (2) Consider KDOT Project Agreement for Corridor Management funding for US-56 widening from Bullpup Drive west through the E 1600 Road intersection (Keith Browning)
- (3) Discuss and consider approval of a contract with Safety National Casualty for Worker's Compensation Excess Insurance Coverage (Sarah Plinsky)
- (4) Discussion of County's excessive noise regulations (Commissioner Flory)
- (5) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments:  
**Board of Zoning Appeals 10/2011 (2 positions-current not eligible for reappointment)**
  - (c) Miscellaneous
  - (d) Public Comment

## **RECESS UNTIL 6:35 P.M.**

Reconvene at 6:35 p.m.

- (6) Public Hearing regarding petition to setup a benefit district for Rock Creek Cemetery District and Consider approval of Quit Claim Deed for transfer of property (Roberta Peterson)
- (7) Public Hearing for comment regarding sale of county owned real property and B) consider entering a contract to sell and convey fee title to real estate (Michael Kelly)
- (8) Adjourn

## WEDNESDAY, JUNE 22, 2011-light or no meeting

## WEDNESDAY, JUNE 29, 2011-light or 4:00 p.m. Only

## WEDNESDAY, JULY 6, 2011

## MONDAY, JULY 11, 2011

8 am to 1pm – Commissioner Budget Hearing

## TUESDAY, JULY 12, 2011

8 am to 1pm – Commissioner Budget Hearing

## WEDNESDAY, JULY 13, 2011

**TUESDAY, JULY 19, 2011**

-Commission Budget Hearing

**WEDNESDAY, JULY 20, 2011**

-Commission Budget Hearing

**WEDNESDAY, JULY 27, 2011**

**WEEK OF MONDAY, JULY 25, 2011**

-Additional Budget Work Sessions, if necessary

**WEDNESDAY, AUGUST 10, 2011**

-2012 Budget Public Hearing

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

## MEMORANDUM

TO : Douglas County Board of County Commissioners  
Craig Weinaug, Douglas County Administrator

FROM: Keith R. Dabney, Director, and Zoning & Codes Department

DATE : June 9, 2010

RE : A Resolution amending a Planning and Zoning Classification from "A" Agricultural District to "B-2" General Business District and rescinding previously approved Resolution 11-16.

Please find attached a resolution amending a Planning and Zoning Classification from "A" Agricultural District to "B-2" General Business District. The aforementioned rezoning will be for Lot 1 Rockwall Farms Addition, which was approved by the Douglas County Board of County Commissioners on September 23, 2009.

On Wednesday, June 1, 2011, I presented Resolution 11-16 to you for approval. After discussion with Planning, it was felt that all conditions of this rezoning should be added to the resolution. Resolution 11-16 should be rescinded, even though it was not published and replaced with this one.

This new proposed resolution has been revised by staff and county counselor, Evan Ice and is ready for your approval. It contains all conditions of the rezoning, which were approved previously by the Board of County Commissioners. It will become effective once it is published in the Lawrence Journal World newspaper.



City of Lawrence  
Douglas County  
PLANNING & DEVELOPMENT SERVICES

6 East 6<sup>th</sup> St.  
P.O. Box 708  
Lawrence, KS 66044

[www.lawrenceks.org/pds](http://www.lawrenceks.org/pds)

Phone 785-832-3150  
Tdd 785-832-3205  
Fax 785-832-3160

September 24, 2009

Paul Werner  
Paul Werner Architects  
545 Columbia Drive, STE 1002  
Lawrence, KS 66049

**Re: Z-11-19-08; A to B2; 58.99 acres; N 1800 Road and E 700 Road**

Dear Paul,

The Board of County Commissioners considered the rezoning request referenced above at their September 23, 2009 meeting and voted to approve the conditional zoning with the revision that 'fireworks stands' be removed from the list of permitted uses. The conditions, as revised by the County Commission are below with deleted text shown as ~~struck through~~:

1. The rezoning resolution shall be published after the recordation of a final plat.
2. The following required features shall be included on any site plan submitted for this property:
  - a. The buffer area shown on the concept plan.
  - b. Use restrictions and maintenance responsibility for the buffer area shall be listed.
3. The uses in the B-2 District shall be restricted to the following:
  - a. Any use permitted in the "R-1" Single-Family Residential District.
  - b. Hospital or clinic for large or small animals, such as cattle, horses, dogs, cats, birds and the like, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed building with soundproof walls and that such hospital or clinic be operated in such a way as to produce no objectionable odors outside its walls and located on a sewer.
  - c. Outdoor advertising structure, or non-flashing sign pertaining only to a use conducted within the building, and any sign or display in excess of 30 square feet in area shall be attached flat against a wall of the building, and in no case shall any sign or display attached to a building project above the roofline. The



permitted 30 square feet of sign area for projecting or free-standing signs may be in one sign or the aggregate area of several signs.

- d. Personal service uses including barber shops, beauty parlors, photographic or artists' studios, restaurants, (but not drive-in restaurants), taverns, and other personal service uses of a similar character.
- e. Retail stores, including florist shops and greenhouses in connection with such shops, but there shall be no slaughtering of animals or poultry on the premises of any retail store.
- f. ~~A retail fireworks stand only as authorized by permit issued and operated pursuant to applicable resolutions of the Board of County Commissioners.~~
- g. Amusement place, skating rink, swimming pool or dance hall in a completely enclosed building, auditorium or theater, except open-air drive-in theaters.
- h. Bowling alleys and billiard parlors.
- i. Hotels, motels, or motor hotels.
- j. Outdoor advertising structure or sign and any sign or display in excess of 100 square feet in area shall be attached flat against a wall or building. See Section 6-2(17) for height and location of sign requirements.
- k. Accessory buildings and uses.

The rezoning resolution shall be published following the recording of the final plat. I have received a revised preliminary plat and will complete my review shortly. The Rockwall Farm Preliminary Plat will be considered by the Planning Commission at their October meeting. The preliminary plat will be forwarded to the Board of County Commissioners for consideration of dedications of easements and rights-of-way. The final plat will be processed administratively and may be submitted anytime following Planning Commission approval of the preliminary plat.

Please feel free to contact me at 785-832-3147 or [mmiller@ci.lawrence.ks.us](mailto:mmiller@ci.lawrence.ks.us) if you have any questions.

Sincerely,

Mary K Miller, AICP  
City/County Planner II

Cc: Rockwall Farms; Thomas Fritzel; PO Box 721; Lawrence, KS 66044

**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 13 AND THE EAST HALF OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 18 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 13, SAID POINT BEING 130.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 13 AND ALSO ON THE NORTH RIGHT OF WAY LINE OF DOUGLAS COUNTY ROUTE 438/PERMANENT ROAD RECORD #622; THENCE SOUTH 88° 15' 59" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 419.06 FEET; THENCE SOUTH 82° 32' 55" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 301.12 FEET; THENCE NORTH 89° 26' 35" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 375.30 FEET; THENCE SOUTH 85° 46' 49" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 116.42 FEET; THENCE NORTH 01° 54' 04" WEST, 3655.43 FEET; THENCE NORTH 88° 14' 05" EAST, 1160.05 FEET; THENCE SOUTH 01° 54' 04" EAST, 596.59 FEET; THENCE NORTH 87° 51' 27" EAST, 50.08 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE NORTH 87° 51' 27" EAST, 1881.14 FEET; THENCE SOUTH 02° 08' 33" EAST, 1235.67 FEET; THENCE SOUTH 87° 51' 27" WEST, 1836.42 FEET; THENCE SOUTH 01° 54' 04" EAST, 1800.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF DOUGLAS COUNTY ROUTE 438/PERMANENT ROAD RECORD #547; THENCE SOUTH 88° 53' 33" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 50.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE SOUTH 01° 54' 04" EAST ALONG SAID WEST LINE, 5.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINS 156.150 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

**SIGNATURE**

THOMAS FRITZEL, MEMBER  
ROCKWALL FARMS L.C.

**ACKNOWLEDGEMENT**

STATE OF KANSAS  
COUNTY OF DOUGLAS

BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, CAME THOMAS FRITZEL, MEMBER OF ROCKWALL FARMS L.C. WHO IS (ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**ENDORSEMENTS**

APPROVED BY  
LAWRENCE-DOUGLAS COUNTY  
PLANNING COMMISSION  
DOUGLAS COUNTY, KANSAS

RIGHTS-OF-WAY AND EASEMENTS  
ACCEPTED BY  
COUNTY COMMISSION  
DOUGLAS COUNTY, KANSAS

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_ CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_  
CHARLES L. BLASER \_\_\_\_\_ NANCY THELLMAN \_\_\_\_\_

REVIEWED IN COMPLIANCE WITH K.S.A. 58-2005 \_\_\_\_\_ COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
JAMIE SHEW \_\_\_\_\_

COUNTY SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_  
MICHAEL KELLY, P.L.S. #869 \_\_\_\_\_

**FILING RECORD**

STATE OF KANSAS  
COUNTY OF DOUGLAS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011 AND IS DULY RECORDED AT \_\_\_\_\_; PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

REGISTER OF DEEDS  
KAY PESNELL

**TRACT A**

TRACT 'A' CONTAINS STANDS OF MATURE TREES WHICH ARE DEFINED AS ENVIRONMENTALLY SENSITIVE LANDS IN SECTION 20-810(I) OF THE SUBDIVISION REGULATIONS. THERE SHALL BE NO BUILDING, LAND DISTURBANCE, OR CUTTING OR REMOVAL OF MATURE TREES IN TRACT 'A' WITH THE FOLLOWING EXCEPTIONS: THE OWNER OF TRACT A SHALL BE ALLOWED TO PREVENT INVASION OF UNDESIRABLE UNDERGROWTH, PREVENT INVASION OF WOODY PLANTS ON THE NATIVE VEGETATION, CONTROL DEAD, DISEASED OR DYING TREES, MOW GRASS, HAY, ETC., INSTALL AND MAINTAIN FENCES.

**DEDICATION**

BE IT KNOWN TO ALL MEN THAT I (WE), THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND, HAVE HAD CAUSE FOR THE SAME TO BE SURVEYED AND PLATTED UNDER THE NAME OF "ROCKWALL FARMS ADDITION" AND HAVE CAUSED THE SAME TO BE PLATTED AS LOTS SHOWN AND FULLY DEFINED ON THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED. THE ACCESS AND UTILITY EASEMENTS ARE HEREBY GRANTED TO PUBLIC UTILITY COMPANIES TO ENTER UPON, CONSTRUCT AND MAINTAIN UTILITIES UPON, OVER, AND UNDER THE AREA OUTLINED ON THIS PLAT AS "ACCESS AND UTILITY EASEMENT" OR "A/E & U/E."

THOMAS FRITZEL, MEMBER  
ROCKWALL FARMS L.C.

**CERTIFICATION**

I HEREBY CERTIFY THAT THE PLATTED AREA AND THE LOCATION MAP SHOWN HEREON ARE THE TRUE AND ACCURATE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION IN NOVEMBER 2010 AND THAT THE PLAT IS A CLOSED TRAVERSE. THE SURVEY DOES NOT CERTIFY OWNERSHIP OR EASEMENTS. THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

STEVEN D. WILLIAMS, P.L.S. # 1391  
P.O. BOX 4444  
LAWRENCE, KS 66046  
(785)832-2121

PLAT PREPARED NOVEMBER 2010

**NOTE**

- OFF-SITE PUBLIC ACCESS EASEMENT FROM N 1800 ROAD, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- TEMPORARY SET-ASIDE AGREEMENT, LOT 1, FOR ENVIRONMENTALLY SENSITIVE AREAS, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- OFF-SITE DRAINAGE AGREEMENT, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- A VARIANCE TO CITY OF LAWRENCE LAND DEVELOPMENT CODE SECTION 20-811(d)(3) TO ALLOW OFF-SITE SANITARY SEWER FOR LOTS 1 AND 2 APPROVED BY COUNTY COMMISSION.
- OFF-SITE SANITARY SEWER AGREEMENT, LOT 1, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- SANITARY SEWER FOR LOT 2 SHALL BE LOCATED ON-SITE, EXCEPT THAT AN EASEMENT SHALL BE PROVIDED AND RECORDED FOR ANY OFF-SITE SEWER PRIOR TO CONSTRUCTION.

**BASIS OF BEARINGS**

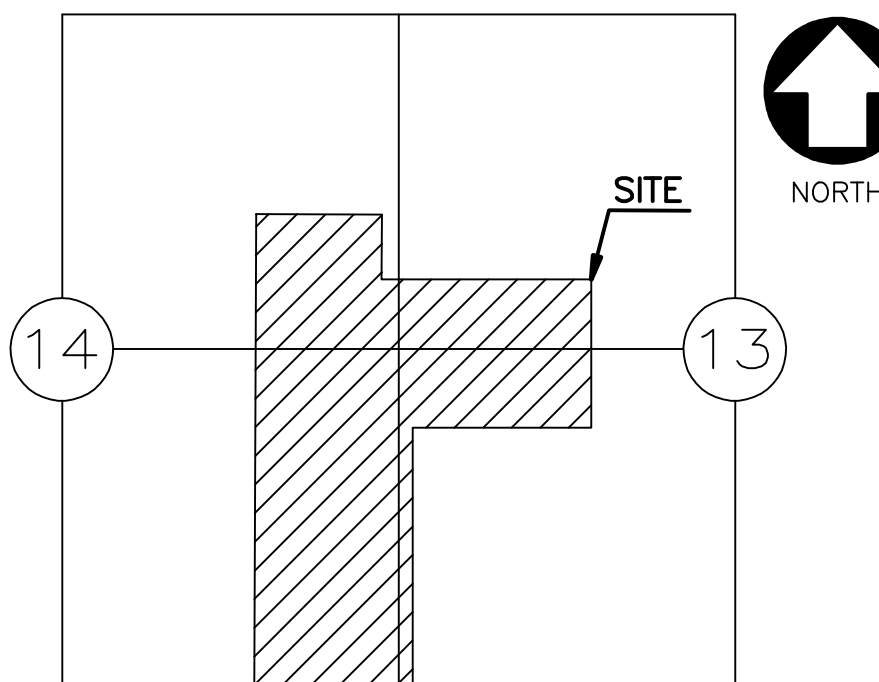
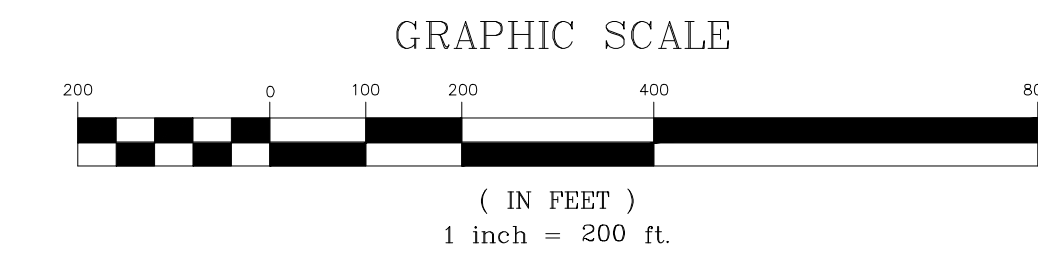
ASSUMED BEARING N 01°54'04" W FOR WEST LINE SW 1/4 13-12-18

**MONUMENTATION**

- SET: 1/2" x 24" REBAR W/CAP "APS1391"
- ▲ FOUND: STONE (ORIGIN UNKNOWN)
- FOUND: 2" ALUMINUM CAP "CLS #2" IN MONUMENT BOX
- △ FOUND: 2" ALUMINUM CAP "CLS #2"

**LEGEND**

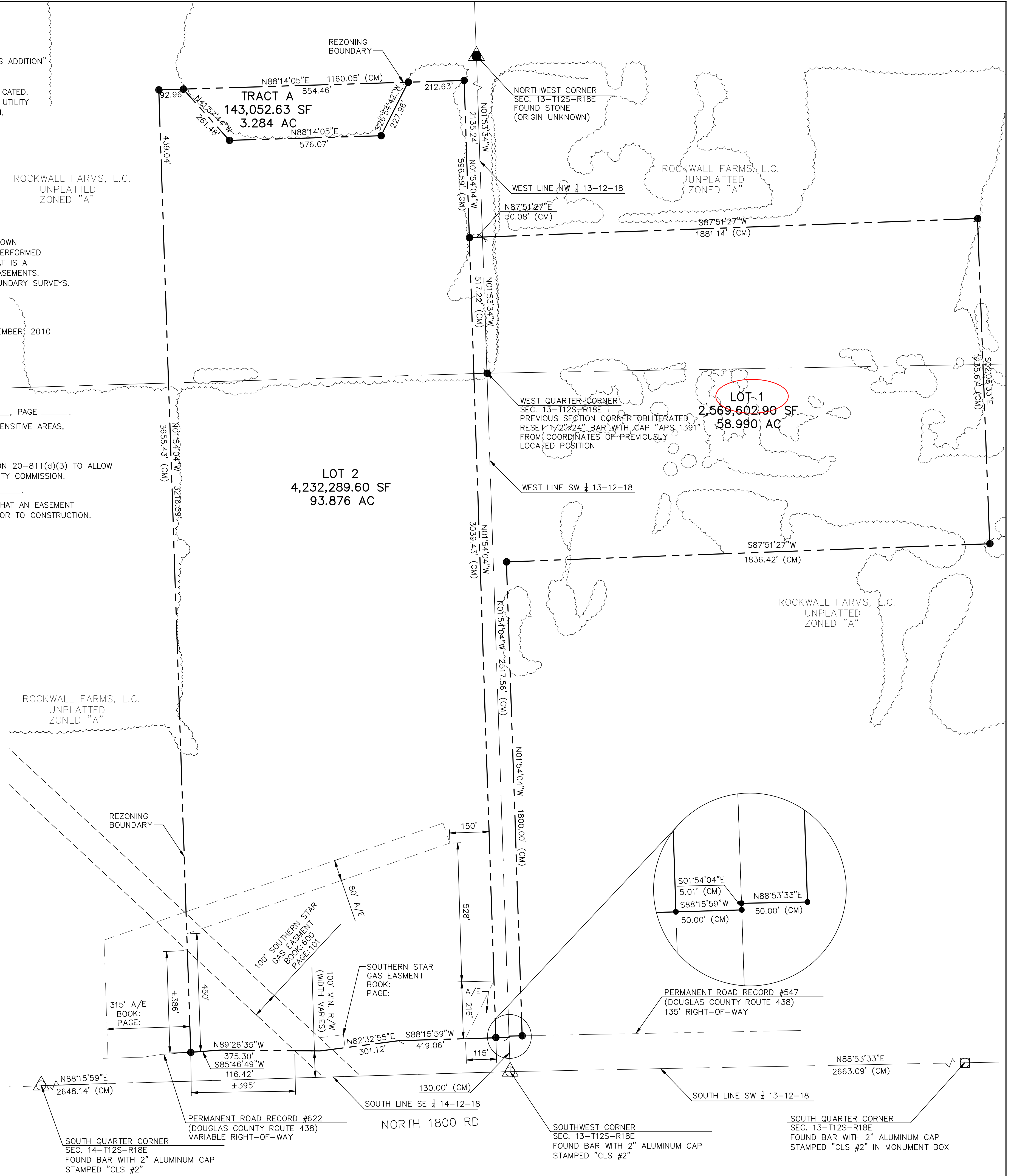
- R/W RIGHT-OF-WAY
- A/E ACCESS EASEMENT
- U/E UTILITY EASEMENT
- (CM) CALCULATED FROM MEASUREMENTS



**A FINAL PLAT  
ROCKWALL FARMS ADDITION**

A FINAL PLAT FOR AN ADDITION IN DOUGLAS COUNTY, KANSAS

W 1/2, SEC. 13-T12S-R18E  
E 1/2, SEC. 14-T12S-R18E



RESOLUTION NO. 11-16

A RESOLUTION RELATING TO AND AMENDING A REGULATED  
PLANNING AND ZONING CLASSIFICATION WITHIN THE  
UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, created under the authority of K.S.A. 12-716 through K.S.A. 12-721, after holding a public hearing as required by Section 12-324-3 of the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," has recommended that the Board of County Commissioners change a certain zoning classification, the nature and description of such change being fully set forth below;

WHEREAS, on September 23, 2009, the Board of County Commissioners found that, for the purpose of promoting and protecting values throughout Douglas County, Kansas, or for any one or more such purposes, the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas" should be amended as recommended by the Lawrence-Douglas County Planning Commission by changing the zoning classification set forth below; and

WHEREAS, as required by the Board the applicant has filed a plat of the property in question with the Douglas County Register of Deeds.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," the following change in zoning classification shall be made: The zoning classification is changed from "A" (Agricultural District) to "B-2" (General Business District) for the property described on a recorded subdivision plat as follows:

Lot 1 Rockwall Farms Addition

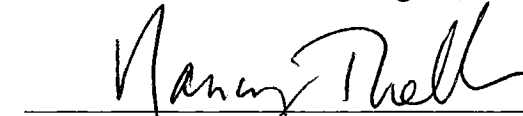
This resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and published once in the official County newspaper.

ADOPTED this 1<sup>st</sup> day of June, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

  
\_\_\_\_\_  
Jim Flory, Chairman

  
\_\_\_\_\_  
Mike Gaughan, Member

  
\_\_\_\_\_  
Nancy Thellman, Member

ATTEST:

  
\_\_\_\_\_  
County Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REZONING APPROXIMATELY 58.9 ACRES FROM A (AGRICULTURAL) DISTRICT TO B-2 (GENERAL BUSINESS) DISTRICT; AMENDING THE OFFICIAL ZONING DISTRICT MAP INCORPORATED BY REFERENCE IN CHAPTER XII, ARTICLE 3, SECTION 12-304 OF THE "DOUGLAS COUNTY CODE 2010 EDITION", AND AMENDMENTS THERETO

WHEREAS, the Lawrence-Douglas County Planning Commission, after holding a public hearing as required by K.S.A. 12-757 and Section 12-324-3 of the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," has recommended that the Board of County Commissioners change a certain zoning classification, the nature and description of such change being fully set forth below;

WHEREAS, on September 23, 2009, the Board of County Commissioners found that the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas" should be amended, as recommended by the Lawrence-Douglas County Planning Commission, by changing the zoning classification set forth below; and

WHEREAS, as required by the Board the applicant filed and received approval for a final plat of the property in question and this plat has been recorded with the Douglas County Register of Deeds; and

WHEREAS, on June 1, 2011, the Board adopted Resolution No. 11-16 changing the zoning classification of the subject property, but, before publishing that Resolution and before it became effective, it was discovered that Resolution contained certain errors and the Board adopts this Resolution to amend and supercede Resolution No. 11-16.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

SECTION ONE: The above stated recitals are by reference incorporated herein, and shall be as effective as if repeated verbatim.

SECTION TWO: Pursuant to the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," the zoning classification for the following legally described tract of land situated in the unincorporated area of Douglas County, Kansas, to wit:

Lot 1 Rockwall Farms Addition

is hereby changed from A (Agricultural) District to B-2 (General Business) District as such district is defined and prescribed in Chapter XII of the "Douglas County Code 2010 Edition", and amendments thereto.

SECTION THREE: The rezoning granted in Section Two of this Resolution is hereby made contingent upon the performance and observance of the following regulations, stipulations, and conditions and use restrictions: Uses in the B-2 District shall be restricted to the following:

- a. Any use permitted in the "R-1" Single-Family Residential District.



- b. Hospital or clinic for large or small animals, such as cattle, horses, dogs, cats, birds and the like, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed building with soundproof walls and that such hospital or clinic be operated in such a way as to produce no objectionable odors outside its walls and located on a sewer.
- c. Outdoor advertising structure, or non-flashing sign pertaining only to a use conducted within the building, and any sign or display in excess of 30 square feet in area shall be attached flat against a wall of the building, and in no case shall any sign or display attached to a building project above the roofline. The permitted 30 square feet of sign area for projecting or free-standing signs may be in one sign or the aggregate area of several signs.
- d. Personal service uses including barber shops, beauty parlors, photographic or artist's studios, restaurants, (but not drive-in restaurants), taverns, and other personal service uses of a similar character.
- e. Retail stores, including florist shops and greenhouses in connection with such shops, but there shall be no slaughtering of animals or poultry on the premises of any retail store.
- f. Amusement place, skating rink, swimming pool or dance hall in a completely enclosed building, auditorium or theater, except open-air drive-in theaters.
- g. Bowling alleys and billiard parlors.
- h. Hotels, motels, or motor hotels.
- i. Outdoor advertising structure or sign and any sign or display in excess of 100 square feet in area shall be attached flat against a wall or building. See Section 6-2(17) for height and location of sign requirements.
- j. Accessory buildings and uses.

SECTION FOUR: The Official Zoning District Map incorporated by reference in and by Chapter XII, Article 3, Section 12-304 of the "Douglas County Code 2010 Edition" is hereby amended by showing and reflecting thereon the new zoning district classification for the aforesaid tract, as set forth in Section Two of this Resolution.

SECTION FIVE: If any section, clause, sentence, or phrase of this Resolution is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Resolution.

SECTION SIX: Resolution No. 11-16 is amended and superseded by this Resolution.

SECTION SEVEN: This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and being published once in the official County newspaper.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
Jim Flory, Chairman

ATTEST:

\_\_\_\_\_  
Mike Gaughan, Member

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Nancy Thellman, Member

## MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : June 8, 2011

Re : Consider KDOT Project Agreement for Corridor Management funding  
US-56 widening from Bullpup Drive west through E 1600 Road intersection  
Project No. 56-23 KA-2294-01

You will recall discussion concerning safety on US-56 highway following the construction of the USD 348 Primary Center on E 1600 Road (Route 11, Lawrence Street) south of the highway. Concerns were raised by citizens and city officials over the increased traffic turning onto E 1600 Road from US-56 highway due to the Primary Center. The specific concern was for westbound traffic turning left onto E 1600 Road since the E 1600 Road intersection is just west of a hill that limits sight distance.

The US-56 Corridor Management Plan calls for a 3-lane section on US-56 through this intersection. KDOT's Corridor Management Program provides funding for construction of improvements included in approved corridor management plans. KDOT has agreed to fund 100% of construction costs for such construction projects.

Attached is a project agreement between Douglas County and KDOT concerning improvements to US-56 highway. The proposed improvements include extending the existing 3-lane section near Bullpup Drive (entrance to the Primary Center) west through the E 1600 Road intersection.

Under terms of the attached agreement, KDOT will reimburse Douglas County for 100% of all construction costs, but not to exceed \$551,000 in reimbursements. Our consultant provided the estimated construction cost of \$551,000 in their 2009 study. I believe the estimated cost is still valid.

The BOCC and Baldwin City previously agreed to share all required local costs 60% and 40%, respectively (see attached letter from the Baldwin City administrator). Required local costs include costs for preliminary design engineering, construction engineering, utility relocations, and right-of-way acquisition. In our application to KDOT, we estimated these local costs at approximately \$140,000.

Action Required: Consider approval of a Project Agreement with KDOT for Corridor Management program funding of improvements to US-56 highway from Bullpup Drive west through the E 1600 Road intersection, Project No. 56-23 KA-2294-01.



**CITY OF  
BALDWIN CITY**

P.O. Box 86, 803 Eighth Street  
Baldwin City, Kansas 66006  
(785) 594-6427 FAX: 594-6586  
www.baldwincity.org

October 28, 2010

Craig Weinaug  
Douglas County Administrator  
1100 Massachusetts  
Lawrence, KS 66044

RE: City support of Corridor Management Project

Dear Mr. Weinaug:

The governing body for the City of Baldwin City held a special meeting on October 26, 2010 to consider support of an application to KDOT for corridor management project funding to support widening US56 for a turn lane at its intersection of E1600 Road.

We understand the Board of County Commissioners agreed to provide 60% of the required local matching funds, provided that Baldwin City agree to provide the remaining 40% of local matching funds for the project. The governing body discussed the matter in depth, and ultimately agreed to support the 40% of the local match.

The governing body authorized me to coordinate with Douglas County to apply for the Corridor Management Project for this project, and recognized its commitment for 40% of the required local matching funds through formal action. We look forward to cooperating on this project to provide valuable improvement to the safety of the intersection.

Sincerely,

Jeff Dingman  
City Administrator

PROJECT NO. 56-23 KA-2294-01  
CONSTRUCTION  
COUNTY OF DOUGLAS, KANSAS

**A G R E E M E N T**

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," and

**The County of Douglas, Kansas,** hereinafter referred to as the "County,"

**Collectively** referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a Non-National Highway System county street construction project, hereinafter referred to as the "Project." The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county streets. The County desires to extend the existing 3-lane section of US-56 near Bullpup Drive. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways. However, to be eligible for above mentioned financing, such work is required to be done in accordance with the laws of Kansas.

**PROJECT:** The Secretary and the County desire to enter into this Agreement for construction of the Project, which is described as follows:

Construct a 3-lane section on US-56 from Bullpup Drive west through E 1600 Road.

**EFFECTIVE**

**DATE:** The Parties, in consideration of the premises and to secure the approval and construction of the Project, mutually agree to perform in accordance with this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To reimburse the County for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items), but not to exceed a maximum reimbursement of \$551,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$551,000. The Secretary agrees to make partial payments to the County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the County that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the

total actual costs of preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

## ARTICLE II

### THE COUNTY AGREES:

1. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, to let the contract, to construct the Project in accordance with the design plans, specifications, and the County's approved KDOT Project Procedures Manual, supervise the construction and administer the payments due the contractor, including the portion of cost borne by the Secretary. The County agrees to furnish the Secretary one (1) set of plans for his or her records. The County further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

3. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 2 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 2 above. In addition, any contract between the County and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the County and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

4. The County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the County's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the County, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

5. A duly appointed representative of the County is authorized to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

6. It will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the right of way, easements and access rights shown on the final design plans in accordance with the schedule established by KDOT. The County agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and

Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such right of way, easements and access rights have been acquired. The County further agrees they will have recorded in the Office of the Register of Deeds all right of way deeds, dedications, permanent easements and temporary easements.

7. To contact the Secretary if there will be any displaced persons on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

8. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the KDOT. The County agrees copies of all documents including recommendations and coordination for appeal, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

9. If federal funds are used in the acquisition of the right of way, any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by the Secretary.

10. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by the County except as provided by state and federal laws.

11. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The County further agrees to certify to the Secretary on forms supplied by the Secretary all utilities are required to be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County will initiate and



proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. The County will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

12. To certify to the Secretary all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which Party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

13. It shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

14. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the Secretary. The County further agrees to administer the construction of the Project in accordance with the final design plans, the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable, and administer the payments due the contractor, including the portion of the cost borne by the Secretary and the County.

15. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the County will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

16. To require the contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

17. To provide (or have provided by a consultant who is certified in construction inspection areas applicable to this Project) the construction inspection in accordance the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the County's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

The project plans, specifications, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for construction engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

If the County does not have sufficient qualified engineering employees to accomplish the construction engineering inspection services on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary construction engineering inspection services. However, any consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the Federal Highway Administration and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications. The County may provide personnel who are fully qualified to perform the services in a competent and professional manner, but must provide the Secretary with a list of assigned inspectors and their certifications.

If funding is available and the County elects to use the funds for construction engineering inspection services on this Project, another agreement shall be specifically written for the construction engineering inspection services on this Project.

The County will require at a minimum all personnel, whether County or consultant to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. If the County executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

18. To be responsible for one hundred percent (100%) of the construction (which includes the costs of all construction contingency items) costs exceeding \$551,000. The County further agrees to be responsible for one hundred percent (100%) of the total actual costs for preliminary engineering, right of way acquisition, utility adjustments, and construction engineering for the Project.

19. To be responsible for one hundred percent (100%) of any Project costs incurred by the County for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

20. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The County further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

21. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

22. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on right of way, easements and access rights acquired by the County. The County shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on right of way, easements and access rights acquired by the County prior to commencement of construction of the Project. The County shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The County will investigate any and all hazardous waste sites discovered during construction of the Project on County owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the County shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by law.

The County, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any right of way, easements, and access rights acquired by the County. The County reserves the right to bring any action against any third party for any hazardous waste site on any right of way, easements, and access rights acquired by the County.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and City and County standards where the hazardous waste site is located.

23. To prohibit parking of vehicles on the county connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement.

24. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final design plans, and in accordance with the KDOT Corridor Management Policy, unless prior approval is obtained from the Secretary.

26. To control the construction or use of any entrances along the Project within the County including those shown on the final design plans.

27. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications

adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

28. To participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

29. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of the KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

30. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the Project, and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

31. If it cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

### **ARTICLE III**

#### **THE PARTIES MUTUTALLY AGREE:**

1. Plans for handling traffic during construction must be included in the design plans provided by the County and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting on his or her own behalf or on behalf of the Federal Highway Administration, the total cost of these items will be paid for by the County.

4. Representatives of the Secretary may make periodic inspection of the Project and the records of the County as may be deemed necessary or desirable. The County will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as

needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the County, the contractor, the consultant, or any third party) the duty to perform the day-to-day detailed inspection of the Project, or to catch the contractor's errors, omissions, or deviations from the final design plans and specifications.

5. It is the policy of the Secretary to make final payments to the County in a timely manner. The Single Audit Standards set forth in federal O.M.B. Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" require the County to comply in accordance with those standards.

The Secretary may pay the final amount due for authorized work performed based upon the County's most recent "Single Audit Report" available and a desk review of the claim by the Contract Audit Section of the Bureau of Fiscal Services. The County, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the County agree as the "Single Audit Report" becomes available for the reimbursement period, the Secretary will review the "Single Audit Report" for items which are declared as not eligible for reimbursement. The County agrees if payment has been made to the County for items subsequently found to be not eligible for reimbursement by audit, the County will refund to the Secretary the total amount of monies paid for same.

6. The County agrees to comply with all appropriate state and federal laws and regulations for this Project.

7. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

10. The Provisions found in Contractual Provisions Attachment (Form DA-146a) which is attached hereto, are hereby incorporated in this contract and made a part thereof.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE COUNTY OF DOUGLAS, KANSAS

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
Commission Chairman

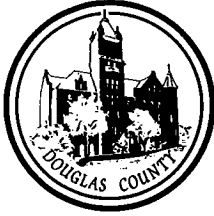
\_\_\_\_\_  
Commission Vice Chairman

\_\_\_\_\_  
Commission Member

Kansas Dept of Transportation  
Debra L. Miller, Secretary of Transportation

(SEAL)

BY: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer



**DOUGLAS COUNTY ADMINISTRATIVE SERVICES**

Douglas County Courthouse  
1100 Massachusetts Street, Unit 204  
Lawrence, KS 66044-3064  
(785) 832-5329 Fax (785) 832-5320  
www.douglas-county.com

**Sarah Plinsky**  
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator *SP*

SUBJECT: Excess Workers' Compensation Insurance Coverage

DATE: June 10, 2011

Douglas County is self insured for Workers' Compensation, but we are required by the State of Kansas to maintain insurance coverage for high claims. In recent history, we have never reached our deductible (retention) on any one claim, which would activate the excess coverage. Our current provider is Midwest Employers and our current retention levels are \$450,000 for law enforcement personnel and \$350,000 for remainder of our employees, as outlined below

	Retention Levels	Mid West Employers 2010-2011	Midwest Employers 2011-2012	Safety National Casualty 2011-2011
Non Law Enforcement	\$350,000			
Law Enforcement	\$450,000	\$63,967	\$92,049	\$77,823
Non Law Enforcement	\$400,000			
Law Enforcement	\$450,000		\$88,126	\$70,039

There are three carriers in Kansas that provide this coverage. The other provider in Kansas not listed above submitted a bid higher than Midwest Employers, and was not included in the comparison. There are several reasons for higher pricing with this coverage. There are severe increases in underlying loss cost trends for excess losses in Kansas, based on actuarial estimates. In addition, rates have not increased on this coverage for several years. In commercial coverage, rate increases tend to be more dramatic and occur less frequently. In addition, our claims experience may indicate to some providers that our risk is higher.

Given that we haven't accessed this coverage and we want to maintain costs where possible, it is staff's recommendation to increase the retention level from \$350,000 to \$400,000 on non-law enforcement staff and change providers to Safety National Casualty. Staff feels this option is cost effective and prudent given our claims experience and funding model.

**RECOMMENDED MOTION**

Approve an agreement with Safety National Casualty for Workers' Compensation excess coverage at a \$450,000 retention level for all employees for \$70,039 for June 15, 2011 through June 15, 2012.



**HOME RULE RESOLUTION NO. HR-10-6-3**

**A HOME RULE RESOLUTION PROHIBITING EXCESSIVE NOISE WITHIN THE UNINCORPORATED AREAS OF DOUGLAS COUNTY, KANSAS**

**WHEREAS**, K.S.A. 19-101a, and amendments thereto, authorizes the Board of County Commissioners (hereinafter after the "Board") to transact all County business and perform all powers of local legislation and administration it deems appropriate, including the enactment of legislation designed to protect the health, safety, welfare, and quality of life of the citizens of Douglas County; and

**WHEREAS**, the Board finds that:

(1) Excessive noise during night-time hours is a hazard to the health, safety, welfare, and the quality of life of the citizens of Douglas County;

(2) The citizens of Douglas County have a right to and should be ensured an environment free from excessive night-time sound that may jeopardize their health, welfare or safety or degrade their quality of life.

**WHEREAS**, the Board has determined it is necessary and advisable to protect individuals from unreasonable intrusions caused by excessive, unnecessary or unusually loud noises in order to preserve the public health, safety, welfare, and quality of life.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION THIS 16th DAY OF JUNE, 2010 AND INTENDING TO EXERCISE THE POWERS OF HOME RULE LEGISLATION PURSUANT TO K.S.A. 19-101a, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Adoption of Regulations Prohibiting Excessive Noise. New Article 2 (Noise Control) is added to Chapter VII (Nuisances) of the Douglas County Code as follows:

**CHAPTER VII. NUISANCES**

\* \* \*

**ARTICLE 2. NOISE CONTROL**

7-201. NOISE DISTURBANCE PROHIBITED. No person or group of persons, regardless of number, shall make, continue, or cause to be made, or assist in making or continuing to make, any Noise Disturbance in the unincorporated areas of Douglas County between the hours of 10:00 p.m. and 7:00 a.m. Any person creating any such Noise Disturbance and/or permitting such Noise Disturbance to be created in, or emanate from, any property under his or her care, custody or control shall be presumed responsible for any such noise.

7-202. NOISE DISTURBANCE DEFINED. For the purposes of this Article, a "Noise Disturbance" shall mean any sound, including but not limited sounds emitted from any mechanical or electronic device under the control of a person, which, because of its volume level, duration or character, (i) annoys, disturbs, injures, or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities, and (ii) interferes seriously with neighboring residents' reasonable use and enjoyment of their properties.

7-203. EXEMPTIONS. The prohibitions of Section 7-201 shall not apply to any of the following:

- a. Any activity normally associated with the operation of an agricultural, farming or ranching business; and
- b. The normal operations of any industrial business being carried on in an area zoned for such use or for which a conditional use permit has been issued by the Board of County Commissioners; and
- c. Governmental operations, safety signals, warning devices, emergency signaling devices, or operation of emergency vehicles; and
- d. Emergency work necessary to restore property to a safe condition, including but not limited to work necessary to repair or restore services provided by public service or utility companies such as water, gas, telephone, and electricity, or to protect a person and property from eminent danger; and
- e. Railroads or lawfully operated aircraft; and
- f. Otherwise lawful discharge of firearms in connection with lawful hunting activities; and
- g. Otherwise lawful discharge of fireworks; and
- h. Engine noise from normal and otherwise lawful operation of motor vehicles on public roads, or on private roads and private drives while traveling directly to and from a public road (the operation or permitting the use or operation of any motor vehicle, including but not limited to a motorcycle, sports utility vehicle, three wheeler, four wheeler, or other all terrain vehicle on private property for entertainment purposes is not exempt); and
- i. Activities of a temporary duration, including but not limited to musical or theatrical productions, sporting events, fireworks displays and temporary business uses, that are specifically approved by a permit or authorization approved by the Board of County Commissioners or by an authorized officer or employee of Douglas County; provided, however, that a Noise Disturbance from construction, excavation or

demolition activities shall not be exempt under this Section simply by the issuance of a building, excavation or demolition permit.

7-204. INTERPRETATION AND SEVERABILITY: This Article is supplementary to other provisions or remedies authorized or prescribed by any other applicable law or rule or regulation enacted thereunder. The invalidity of any particular provision of this Article shall not affect the validity of any other provision. This Article shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which it is intended.

7-205. ENFORCEMENT AND PENALTIES: The violation of Section 7-201 shall cause such person to be subject to one or more of the following enforcement provisions:

- a. Criminal Proceedings. Any person who violates any provision of this Article shall be guilty of a misdemeanor, punishable as follows:
  1. First offense in a twelve-month period, a fine of \$100.
  2. Second offense in a twelve-month period, a fine of not less than \$100 or more than \$250, or up to 30 days confinement in the county jail, or both.
  3. Third and subsequent offense in a twelve-month period, a fine of not less than \$250 or more than \$500, or up to 90 days confinement in the county jail, or both.
- b. Commencement of Prosecution. The prosecution for the violation of this Article shall be commenced by the filing of a complaint with the district court or the service of the complaint and a notice to appear upon the accused person.
- c. Continuing Violation. Each day that any violation occurs shall constitute and shall be punishable as a separate offense. If any person is found guilty of a violation hereunder and it shall appear to the court that the violation complained of is recurring or continuing, then in addition to the penalty set forth, the court shall enter such order as it deems appropriate to enjoin or otherwise cause the violation to be abated.
- d. Other remedies. No provision of this Article shall be construed to impair any common law or statutory cause of action or other legal remedy of any person for injury or damage arising from the commission of any act that would constitute a violation of this Article.

SECTION 2. Effective Date. This is an ordinary home rule resolution and shall take effect and be in force from and after its publication once in the official County newspaper.

ADOPTED THIS 16<sup>th</sup> day of June, 2010.

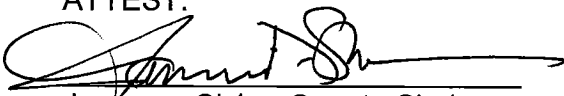
BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

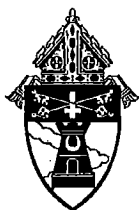
  
\_\_\_\_\_  
Nancy Thellman, Chair

  
\_\_\_\_\_  
Jim Flory, Vice Chair

  
\_\_\_\_\_  
Mike Gaughan, Member

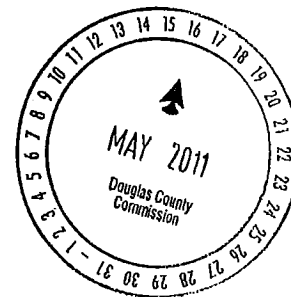
ATTEST:

  
\_\_\_\_\_  
Jameson Shew, County Clerk



THE ARCHDIOCESE  
OF KANSAS CITY IN KANSAS

May 12, 2011



Mr. Craig Weinaug  
Douglas County Administrator  
1100 Massachusetts Street  
Lawrence, KS 66044

Re: Organization of Rock Creek Cemetery District

Dear Mr. Weinaug:

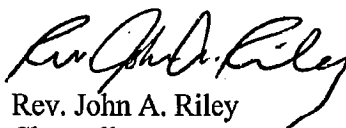
The Roman Catholic Archdiocese of Kansas City in Kansas, a non-profit corporation ("Archdiocese"), agrees and offers to convey all property, both real and personal, now owned by the Archdiocese which is or is a part of the Rock Creek Cemetery (located at 755 E 250 Road, Marion Township, Douglas County, Kansas) to the Rock Creek Cemetery District, free of cost, when, and in the event, the Board of Douglas County Commissioners approves the organizational Petition for Formation of Rock Creek Cemetery District and forms such Cemetery District.

The undersigned certifies that the above offer has been approved by all persons necessary to authorize the conveyance referenced above. Any such conveyance, however, will be made subject to a reverter clause, with the effect that if the cemetery ceases to be used solely for the purpose of burial of human remains, the property shall revert back to the ownership of the Archdiocese. I understand that legal counsel for Douglas County has approved inclusion of a reverter clause in the deed which will be executed on behalf of the Archdiocese.

The Archdiocese is prepared to execute a Deed in conformance with the terms outlined above once the Board of Commissioners has approved the Petition.

Please direct any questions to our attorney, Jeanne Gorman (913-652-9797). Thank you.

Sincerely yours in Christ,

  
Rev. John A. Riley  
Chancellor

Cc: Mr. Evan Ice, Attorney for Douglas County  
Rev. Gary Pennings, Vicar General of the Archdiocese  
Mr. Jerry Mayne, CFO of Archdiocese  
Ms. Jeanne Gorman, Attorney for Archdiocese

**JEANNE GORMAN RAU, L.L.C.**

Attorney at Law

Antioch Creek Building  
8675 W. 96<sup>th</sup> Street, Suite 210  
Overland Park, Kansas 66212  
Telephone: 913-652-9797  
Telefax: 913-652-9897

May 13, 2011

Mr. Craig Weinaug  
Douglas County Administrator  
1100 Massachusetts Street  
Lawrence, KS 66044

Re: Organization of Rock Creek Cemetery

Dear Craig:

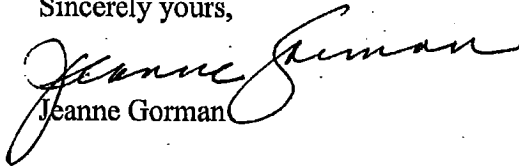
As we have discussed, The Roman Catholic Archdiocese of Kansas City in Kansas, a non-profit corporation, has agreed to convey the Rock Creek Cemetery to the proposed Rock Creek Cemetery District.

I spoke with Evan Ice about this transfer earlier this week, and he advised that I send you the enclosed letter from Father John Riley and follow with the deed making the conveyance once the cemetery district is formed.

Archbishop Joseph F. Naumann of the Archdiocese of Kansas City in Kansas as member of the corporation and canonical head of the Archdiocese provided the civil and canonical approval for this transfer.

I appreciate all of your assistance with this transaction. I look forward to working with you further once the cemetery district has been formed.

Sincerely yours,

  
Jeanne Gorman

Rock Creek Cemetery



**JAMIE SHEW**  
DOUGLAS COUNTY CLERK  
1100 Massachusetts  
Lawrence, KS 66044  
Phone: 785-832-5182  
Fax: 785-832-5192

Carrie F. Moore  
Chief Deputy Clerk


Keith D. Campbell  
Deputy Clerk-Elections

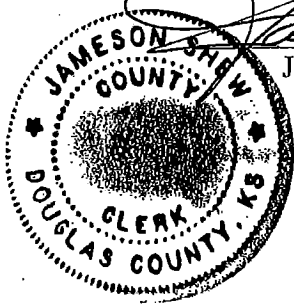
**CERTIFICATE OF SUFFICIENCY SIGNATURES OF PETITION**

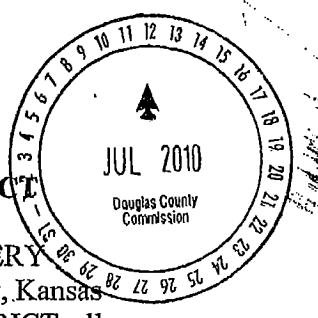
STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF DOUGLAS    )

I, Jameson D. Shew, County Clerk of Douglas County, Kansas, do hereby certify that the Petition titled "Petition for the Formation of Rock Creek Cemetery District" filed with the Board of County Commissioners, requesting the Board of County Commissioners create a cemetery district to be named Rock Creek Cemetery District, has sufficient signatures and is a valid petition in accordance to K.S.A. 17-1330.

Witness my hand and seal as of July 13, 2010.

  
\_\_\_\_\_  
Jameson D. Shew, Douglas County Clerk





**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

West 1/2 of Section 1 and all of Section 2, Township 15 South, Range 17 East of the Sixth Principal Meriden; and all of Sections 23, 24, 25, 26, 35, and the West 1/2 of Section 36, Township 14 South, Range 17 East of the Sixth Principal Meriden; and the South 1/2 of Section 7 less [3 SEPARATE TRACTS ON WEST SIDE OF SECTION 7], Section 8 less [SMALL PORTION IN NORTHWEST CORNER OF SECTION 8], and all of Sections 9, 16, 17, 18, 19, 20, 21, 28, 29, and 30, Township 14 South, Range 18 East of the Sixth Principal Meridian, all located in Douglas County, Kansas.

I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Mary Roberta Peterson</u> Mary Roberta Peterson	<u>476 E 150</u> Overbrook, KS	<u>6-12-2010</u>
<u>Shirley A. Lang</u> Shirley A. Lang	<u>178 N. 450 Rd.</u> overbrook, KS	<u>6-14-2010</u>
<u>William L Baldwin</u> William L Baldwin	<u>357 E 100 Rd</u> Overbrook KS	<u>6-14-10</u>
<u>Elmer L. Baldwin</u> Elmer L. Baldwin	<u>357 E 100 Rd</u> Overbrook KS	<u>6-14-10</u>
<u>Steph M. Zeller</u> Steph M. Zeller	<u>404 E. 150 RD</u> Overbrook KS	<u>6-14-10</u>
<u>Karen S. Zeller</u> Karen S. Zeller	<u>404 E 150 Rd</u> Overbrook, KS	<u>6-14-10</u>
<u>Rebecca K. Zeller</u> Rebecca K. Zeller	<u>404 E. 150 Rd</u> Overbrook, KS	<u>6-14-10</u>



## PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u><i>Jonathan Zeller</i></u> Jonathan Zeller	<u>404 E 150th Rd</u> Overbrook, KS 66524	<u>6-14-2010</u>
<u><i>Leo Lang</i></u> Leo Lang	<u>317 W 450 Rd</u> Overbrook, KS, 66524	<u>6-14-10</u>
<u><i>Doris J. Fawl</i></u> Doris J. Fawl	<u><del>515</del> E-300 Rd.</u> Overbrook, KS. 66524	<u>6-14-10</u>
<u><i>Charles Fawl</i></u> Charles Fawl	<u>515 E 300 Rd</u> Overbrook KS 66524	<u>6-14-10</u>
<u><i>Nancy Lang</i></u> Nancy Lang	<u>546 E 300 Rd</u> Overbrook, KS. 66524	<u>6-14-10</u>
<u><i>Robert L. Lang</i></u> Robert L. Lang	<u>546 E 300 Rd</u> Overbrook KS. 66524	<u>6-14-10</u>
<u><i>Gard W. Sneeders</i></u> Gard W. Sneeders	<u>577 E 300 Rd</u> Overbrook KS 66524	<u>6/14/10</u>

## PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

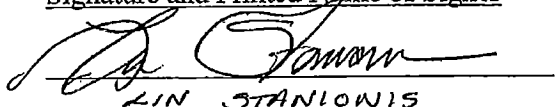
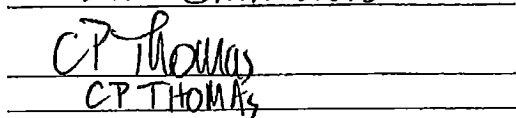
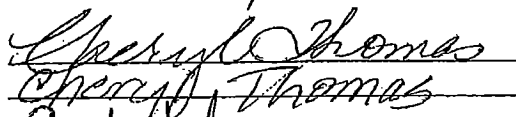
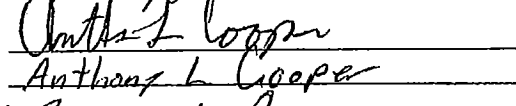
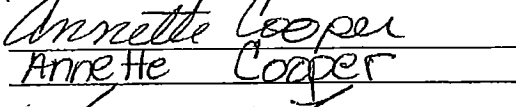
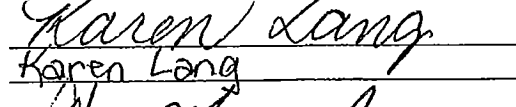
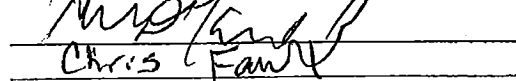
<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Mary E. Lang</u> MARY E LANG	<u>295 N. 600 Rd</u> Overbrook Ks	<u>6-14-10</u>
<u>Harold Lang</u> Harold Lang	<u>295 N 600 Rd</u> Overbrook Ks	<u>6-14-10</u>
<u>Roger Florby</u> ROGER FLORBY	<u>297 E 500 Rd</u> Overbrook Ks	<u>6-14-10</u>
<u>Teresa Florby</u> Teresa Florby	<u>787 E. 500 Rd</u> Overbrook Ks	<u>6-15-10</u>
<u>Nancy Chaison</u> Nancy Chaison	<u>470 N 750</u> Overbrook Ks	<u>6/15/10</u>
<u>Kathleen Roberts</u> KATHLEEN J. ROBERTS	<u>470 N. 750th</u> Overbrook Ks	<u>6/15/10</u>
<u>Rob McGraw</u> Rob McGraw	<u>414 N 750th</u> Overbrook Ks	<u>6/15/10</u>

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
 LIN STANONIS	746 E 300 RD Overbrook KS 66524	6-15-2010
 CP THOMAS	673 E. 475 Rd Lawrence, KS 66047	6-17-10
 Cheryl Thomas	673 E. 475 Rd Lawrence KS 66047	6-17-10
 Anthony L Cooper	165 N 600 Rd Overbrook KS	6-17-10
 Annette Cooper	165 N. 600 Rd Overbrook KS	6/17/10
 Karen Lang	317 N. 430 Rd. Overbrook KS	6/18/10
 Chris Fawcett	478-E 300 Rd Overbrook KS	6/18/10

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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Signature and Printed Name of Signer

Residential Address

Date

*[Signature]*  
Gricina

357 E 150  
Rd. Overbrook Ks

6-18-2010

*[Signature]*  
James A. Jolly

15 N. 300 Rd  
Overbrook Ks

6-22-2010

*[Signature]*  
Martha L. Jolly

15 N 300 Rd.  
Overbrook, Ks

6-22-10

*[Signature]*  
Kirk J. Wiscombe

96 N 200 Rd  
Overbrook

6-22-10

*[Signature]*  
Diane Wiscombe

96 N 200 Rd  
Overbrook

6-22-10

*[Signature]*  
Kathryn Flory

406 N 750 Rd  
Overbrook

6-23-10

DIANE PALKA  
Diane Palka

565 E. 300 Rd  
OVERBROOK, KS

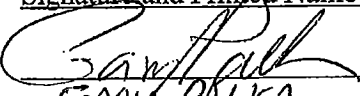
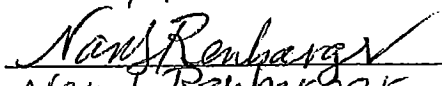
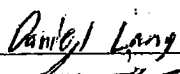
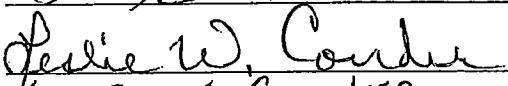
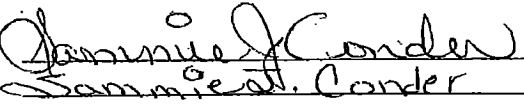
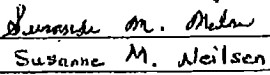
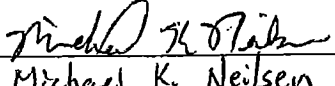
6-24-10

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u> GARY PALIKA</u>	<u>565 E 300 RD OVERBROOK KS</u>	<u>6/24/10</u>
<u> Nan J. Renbarger</u>	<u>571 E 300 RD OVERBROOK, KS</u>	<u>6/24/10</u>
<u> Daniel Lang</u>	<u>372 W 450 RD Overbrook</u>	<u>6/25/10</u>
<u> LESLIE W. CORDER</u>	<u>660 E. 475<sup>th</sup> Rd. LAWRENCE, KS 66047</u>	<u>6/26/10</u>
<u> Sammie J. Corder</u>	<u>660 E. 475 Rd Law, KS 66047</u>	<u>6/26/10</u>
<u> Susanne M. Neilsen</u>	<u>630 E 475 Rd. Lawrence, KS 66047</u>	<u>6-26-10</u>
<u> Michael K. Neilsen</u>	<u>630 E 475 Rd Lawrence, KS</u>	<u>6/26/10</u>

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u><i>Brittany Laney</i></u> Brittany Laney	<u>519 E 400 Rd</u> Overbrook, KS 66047	<u>6/27/10</u>
<u><i>Derek Laney</i></u> Derek Laney	<u>519 E 400 Rd</u> Overbrook	<u>6/27/10</u>
<u><i>Verna M. Stanwix</i></u> Verna M. Stanwix	<u>649 E. 475 Rd</u> Lawrence, KS 66047	<u>6/29/10</u>
<u><i>Phyllis E. Anderson</i></u> Phyllis E. Anderson	<u>663 E 475 Road</u> Lawrence, KS 66047	<u>6-29-10</u>
<u><i>Julie Ann Metzker</i></u> Julie Ann Metzker	<u>623 E 475 Rd</u> Lawrence, KS 66047	<u>6-30-10</u>
<u><i>David R Metzker</i></u> David R Metzker	<u>623 E 475 RD</u> Lawrence, KS 66047	<u>6-30-10</u>
<u><i>Grant Metzker</i></u> Grant Metzker	<u>623 E 475 RD</u> Lawrence, KS 66047	<u>6-30-10</u>

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u><i>D. D. Metzger</i></u> David Metzger	<u>623 E. 475th</u> Lawrence, Ks. 66047	<u>6-30-10</u>
<u><i>Alan Long</i></u> Alan Long	<u>295 N. 600 Rd</u> Overbrook, KS 66524	<u>7-4-10</u>
<u><i>Carl Sprenger</i></u> CARL SPRENGER	<u>769 E 500th Rd</u> OVERBROOK, KS 66524	<u>7-6-10</u>
<u><i>Amelia Springer</i></u> Amelia Springer	<u>769 E- 500th Rd</u> Overbrook, KS 66524	<u>7-6-10</u>
<u><i>Lance Logan</i></u> Lance Logan	<u>274 N. 700 Rd.</u> Overbrook, KS 66524	<u>7/6/10</u>
<u><i>Loretta A. Logan</i></u> Loretta A. Logan	<u>274 N. 700 Rd</u> Overbrook KS 66524	<u>7-6-10</u>
<u><i>Michael A. McCroery</i></u> Michael A. McCroery	<u>640 E 200th Rd</u> Overbrook, Ks 66524	<u>7-6-10</u>

**PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT**

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

West ½ of Section 1 and all of Section 2, Township 15 South, Range 17 East of the Sixth Principal Meridian; and all of Sections 23, 24, 25, 26, 35, and the West ½ of Section 36, Township 14 South, Range 17 East of the Sixth Principal Meridian; and the South ½ of Section 7 less ~~SEPARATE TRACTS ON WEST SIDE OF SECTION 7~~, Section 8 less ~~SMALL PORTION IN NORTHWEST CORNER OF SECTION 8~~, and all of Sections 9, 16, 17, 18, 19, 20, 21, 28, 29, and 30, Township 14 South, Range 18 East of the Sixth Principal Meridian, all located in Douglas County, Kansas.

I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u><i>Kevin Warren Cobpen</i></u> <u>KEVIN WARREN COBPEN</u>	<u>402 N 600 Rd</u> <u>Overbrook, KS 66524</u>	<u>7/7/10</u>
<u><i>Bernie Faust</i></u> <u>Bernie Faust</u>	<u>21 N 600 Rd Overbrook, KS 66524</u>	<u>7-7-10</u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>







## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

**Keith A. Browning, P.E.**  
Director of Public Works/County Engineer

### MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works  
Michael D. Kelly, L.S., County Surveyor *ML*

DATE : June 10, 2011

RE : Consider disposal of excess property; public hearing

As you are aware we have been approached by John R. and Kathryn S. Wilson, abutting property owners to a piece of county-owned property, located immediately south of Lone Star, about purchasing a portion of the parcel. The parcel is currently utilized for the purpose of housing a road grader in a garage situated in the northern portion of the property. A large portion of the parcel is of little practical use to the county due to steep terrain.

Mr. and Mrs. Wilson have a lavender farm and are exploring the future division of the farm from their homesite in order to sell it upon their retirement... they intend to continue living in their current home. If they had access across the county-owned parcel then they could sell the farm knowing their current residential access wouldn't be required by the future owner of the farm.

We have examined our current and future use of the property as well as the possible widening of Route 1039 in an effort to determine what portion of the property we'd be willing to sell. It has been determined a parcel containing 2.691 acres would be appropriate for disposal. Staff has contacted other landowners that might have a potential interest in acquiring the property and they indicated they have no desire for the parcel.

Recent consultations with County Appraisal staff confirm a value per acre of \$1,500 is a reasonable value for the land.

**ACTION REQUIRED:** Conduct a public hearing concerning the possible disposal of the parcel. Upon conclusion of the hearing consider a Commission Order authorizing the Chair to execute a real estate contract and a quit-claim deed conveying the parcel to Mr. and Mrs. Wilson.

**COMMISSION ORDER**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS**

**WHEREAS**, Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "Board") owns certain real estate legally described as

A tract of land in the Northeast Quarter (NE ¼) of Section 1, Township 14 South, Range 18 East of the Sixth Principal Meridian described as:

Commencing at the southeast corner of said Northeast Quarter (NE ¼); thence North 1 degree 39 minutes 42 seconds West along the east line of said Northeast Quarter (NE ¼) a distance of 102.59 feet to the Point of Beginning of the land to be described; thence North 24 degrees 9 minutes 1 second West a distance of 379.17 feet; thence North 4 degrees 17 minutes 59 seconds West a distance of 348.98 feet; thence North 1 degree 6 minutes 1 second West a distance of 149.24 feet; thence North 39 degrees 35 minutes 21 seconds East a distance of 242.10 feet to the northwest corner of a tract of land described on Page 3434 of Book 1067 at the Douglas County Register of Deeds and the east line of said Northeast Quarter (NE ¼); thence South 1 degree 39 minutes 42 seconds East along said east line a distance of 1030.20 feet to the Point of Beginning, containing 2.691 acres, more or less.

(the "Real Estate").

**WHEREAS**, pursuant to K.S.A. 19-211(b), the Board adopted Resolution No. 11-17 to create an alternative methodology to permanently dispose of fee title to the Real Estate.

**WHEREAS**, pursuant to Resolution No. 11-17, the Board held a public hearing on June 15, 2011, at which hearing the Board received public comment and public participation in connection with the potential disposition of the Real Estate by deed to John R. Wilson and Kathryn S. Wilson ("Purchasers").

**NOW, THEREFORE**, the Board makes the following findings and instructions:

1. After receiving public comment and permitting public participation, the Board has concluded it appropriate to enter into a contract to convey the Real Estate to the Purchasers for the sum of \$ 4,036.50 (\$ 1,500.00 per acre).

2. The Chair of the Board is authorized and directed to execute and deliver a real estate contract and a quit-claim deed conveying the Real Estate to the Purchasers in accordance with this Order.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the foregoing findings and instructions are adopted this \_\_\_\_\_  
day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS OF  
DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
Jim Flory, Chair

ATTEST:

\_\_\_\_\_  
Nancy Thellman, Commissioner

\_\_\_\_\_  
Jameson D. Shew, County Clerk

\_\_\_\_\_  
Mike Gaughan, Commissioner

---

**CONTRACT FOR CONVEYANCE  
OF REAL ESTATE BY QUIT-CLAIM DEED**

---

This Contract for Conveyance of Real Estate by Quit-Claim Deed (this "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Board of County Commissioners of Douglas County, Kansas, on behalf of Douglas County, Kansas ("County") and John R. Wilson and Kathryn S. Wilson (the "Purchasers").

1. County agrees to convey the following described real estate to Purchasers by quit-claim deed (the "Deed"):

A tract of land in the Northeast Quarter (NE ¼) of Section 1, Township 14 South, Range 18 East of the Sixth Principal Meridian described as:

Commencing at the southeast corner of said Northeast Quarter (NE ¼); thence North 1 degree 39 minutes 42 seconds West along the east line of said Northeast Quarter (NE ¼) a distance of 102.59 feet to the Point of Beginning of the land to be described; thence North 24 degrees 9 minutes 1 second West a distance of 379.17 feet; thence North 4 degrees 17 minutes 59 seconds West a distance of 348.98 feet; thence North 1 degree 6 minutes 1 second West a distance of 149.24 feet; thence North 39 degrees 35 minutes 21 seconds East a distance of 242.10 feet to the northwest corner of a tract of land described on Page 3434 of Book 1067 at the Douglas County Register of Deeds and the east line of said Northeast Quarter (NE ¼); thence South 1 degree 39 minutes 42 seconds East along said east line a distance of 1030.20 feet to the Point of Beginning, containing 2.691 acres, more or less,

(the "Real Estate").

2. In exchange for Deed to the Real Estate described in Section 1, Purchases agree to pay County the lump sum of \$ 4,036.50.

3. Purchasers agree that Purchasers have inspected the Real Estate to Purchasers' complete satisfaction and agree to accept the Real Estate in its present condition, AS-IS, SUBJECT TO ALL FAULTS. No representations have been made by County, or anyone on County's behalf, to Purchasers as to the condition of the Real Estate. Purchasers further agree and acknowledge that the Deed conveying the Real Estate to Purchasers will be by quit-claim, without warranties of title, and County is not providing title insurance and if Purchasers desire such insurance it is Purchasers' responsibility to obtain it.

4. This Contract shall be closed within 15 days of the date of this Contract. "Closing" means the payment of the Purchase Price from Purchasers to County and the

delivery of the Deed from County to Purchasers. County agrees to pay any fee for recording the Deed.

IN WITNESS WHEREOF the parties have hereunto signed this Contract as of the day and year first above written.

COUNTY:

Board of County Commissioners of Douglas County, Kansas

By: \_\_\_\_\_  
Jim Flory, Chair

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Jameson D. Shew, County Clerk

PURCHASERS:

\_\_\_\_\_  
John R. Wilson

\_\_\_\_\_  
Kathryn S. Wilson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**QUIT CLAIM DEED**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011,

**THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS  
ON BEHALF OF DOUGLAS COUNTY, KANSAS**  
a Kansas county, as Grantor

**QUITCLAIMS TO:**

**John R. Wilson and Kathryn S. Wilson,  
as joint tenants with right of survivorship, and not as tenants in common  
as Grantee**

**ALL OF THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN  
Douglas County, Kansas**

A tract of land in the Northeast Quarter (NE ¼) of Section 1, Township 14 South, Range 18 East of the Sixth Principal Meridian described as:

Commencing at the southeast corner of said Northeast Quarter (NE ¼); thence North 1 degree 39 minutes 42 seconds West along the east line of said Northeast Quarter (NE ¼) a distance of 102.59 feet to the Point of Beginning of the land to be described; thence North 24 degrees 9 minutes 1 second West a distance of 379.17 feet; thence North 4 degrees 17 minutes 59 seconds West a distance of 348.98 feet; thence North 1 degree 6 minutes 1 second West a distance of 149.24 feet; thence North 39 degrees 35 minutes 21 seconds East a distance of 242.10 feet to the northwest corner of a tract of land described on Page 3434 of Book 1067 at the Douglas County Register of Deeds and the east line of said Northeast Quarter (NE ¼); thence South 1 degree 39 minutes 42 seconds East along said east line a distance of 1030.20 feet to the Point of Beginning, containing 2.691 acres, more or less.

**FOR THE SUM OF:** One dollar and other good and valuable consideration.

**THE BOARD OF COUNTY COMMISSIONERS OF  
DOUGLAS COUNTY, KANSAS,**  
a Kansas county

By: \_\_\_\_\_  
Jim Flory, Chair

---

STATE OF KANSAS            )           /

                                  ) ss:       /

COUNTY OF DOUGLAS       )           /

                                  /

          This instrument was acknowledged /  
before me this \_\_\_\_\_ day of \_\_\_\_\_ 2011 /  
by Jim Flory, as Chair of The Board of /  
County Commissioners of Douglas County, /  
Kansas.                                       /

\_\_\_\_\_  
Notary Public                               /

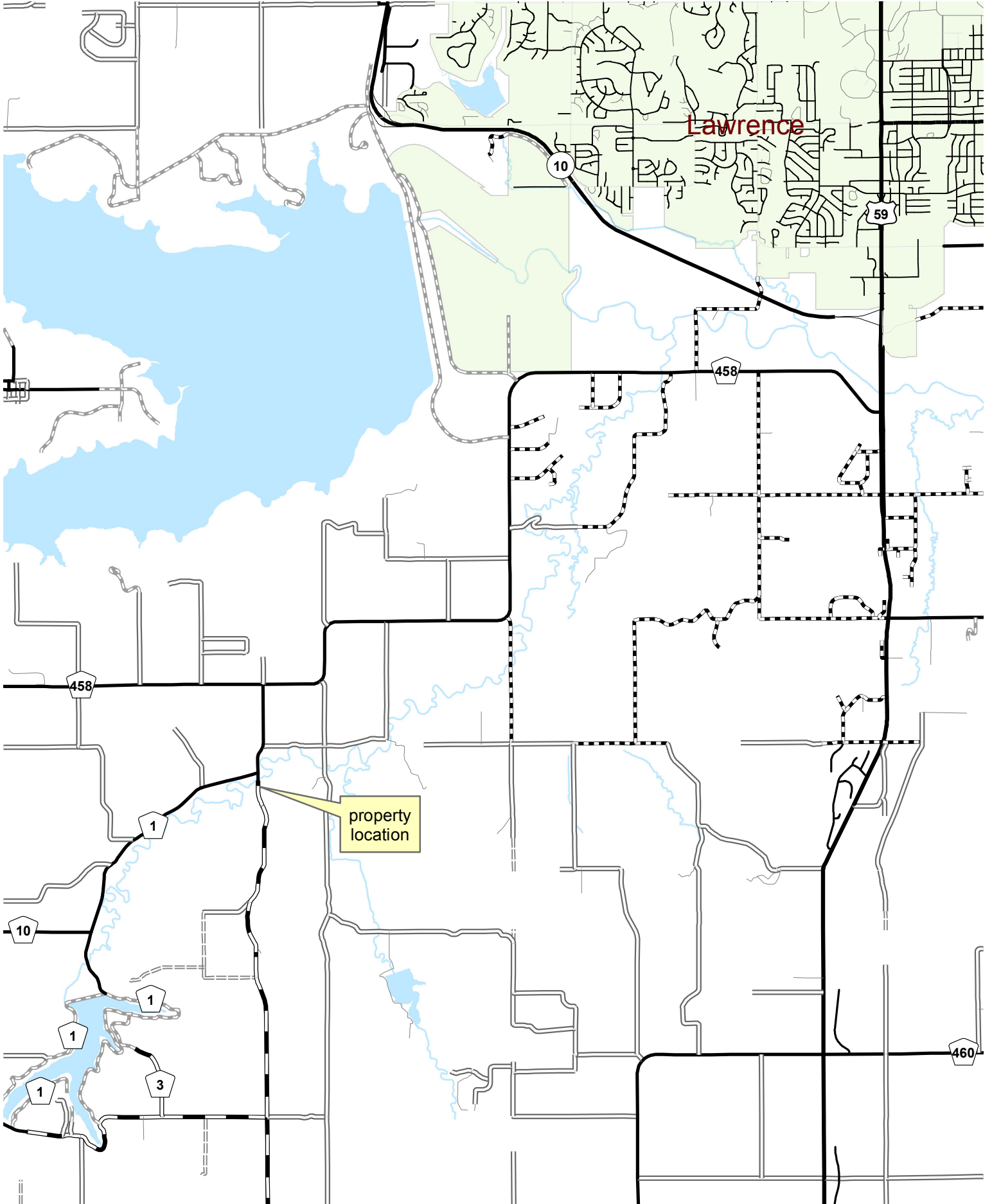
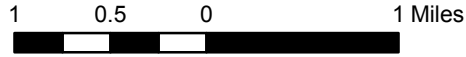
My appointment expires:               /

RESERVED FOR REGISTER OF DEEDS:

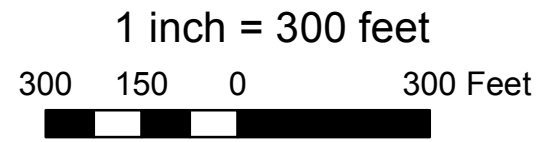


# General Location Map

1 inch = 1 mile



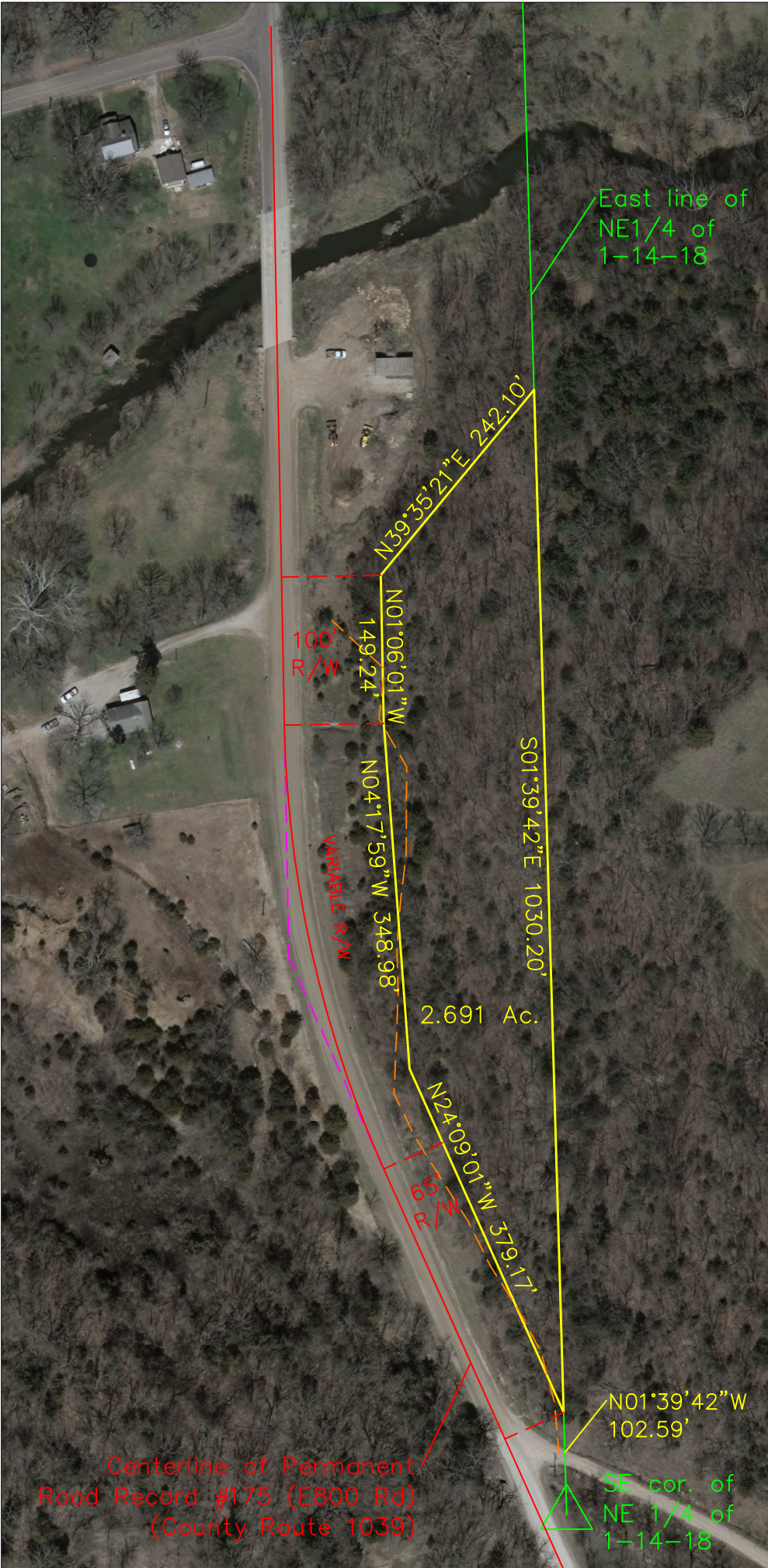
# Lone Star Storage Shed Site



# PLAT OF DESCRIPTION

A tract of land in the Northeast Quarter of Section 1, Township 14 South, Range 18 East of the Sixth Principal Meridian described as:

Commencing at the southeast corner of said Northeast Quarter; thence North 1 degree 39 minutes 42 seconds West along the east line of said Northeast Quarter a distance of 102.59 feet to the Point of Beginning; thence North 24 degrees 9 minutes 1 second West a distance of 379.17 feet; thence North 4 degrees 17 minutes 59 seconds West a distance of 348.98 feet; thence North 1 degree 6 minutes 1 second West a distance of 149.24 feet; thence North 39 degrees 35 minutes 21 seconds East a distance of 242.10 feet to the northwest corner of a tract of land described at Book 1067 Page 3434 at the Douglas County Register of Deeds and the east line of said Northeast Quarter; thence South 1 degree 39 minutes 42 seconds East along said east line a distance of 1030.20 feet to the Point of Beginning, containing 2.691 acres, more or less.



SCALE 1"=150'