

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, AUGUST 10, 2011

4:00 p.m.

-Convene

-Proclamation to honor Sidney M. Haupt for 40 years of service to Douglas County

-Consider approval of the minutes of June 29, 2011.

CONSENT AGENDA

(1) (a) Consider approval of Commission Orders;

REGULAR AGENDA

(2) Consider adopting Resolution No. 11-25 establishing findings that the annexation of approximately 67 acres (A-3-1-11), located on the south side of N 1800 Rd (Farmers Turnpike) and between the extended alignments of E 900 Rd and E 950 Rd., will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County.

(3) Energy efficiency update and Sustainability Team initiatives – Eileen Horn (no backup);

(4) Consider approval to authorize the Board of County Commissioners Chair to sign a Waterline Utility Easement document and Temporary Construction Easement document granting the City of Lawrence permanent and temporary construction easement to construct and maintain a waterline main situated within Douglas County property at 711 E 23rd Street (Keith Browning);

(5) Consider approval of project agreement with KDOT for the reconstruction of the Route 6 curve at N 1150 Road, Project No. 23 C-0059-01 (Keith Browning);

(6) Consider KDOT Project Agreement for Corridor Management funding US-56/Route 1055 intersection improvements in Baldwin City Project No. 56-23 KA-2341-01 (Keith Browning)

(7) Consider approval to authorize the BOCC Chair to sign the First Amendment to Engineering Services Agreement for Project No. 2010-20, the reconstruction of Route 1055 from US-56 highway to Route 12. (Keith Browning)

(8) Determine 2012 Maintenance Budget for the Hesper Charter Road Improvement District (Keith Browning)

(9) Other Business

(a) Consider approval of Accounts Payable (if necessary)

(b) Appointments:

(c) Miscellaneous

(d) Public Comment

RECESS

-Reconvene 6:35 p.m.

(10) Consider proposed Memorandum of Understanding with Department of Social and Rehabilitative Services (SRS), City of Lawrence and Douglas County to provide for the continued operation of the SRS office in Lawrence, Kansas (Jim Flory)

(11) Public Hearing for 2012 Budget;

(12) **CUP-5-4-11**: Consider a Conditional Use Permit for a commercial greenhouse and nursery to permit accessory retail sales, for an ecological restoration business, located at 1271 N 222 Rd, Baldwin City. Submitted by Landplan Engineering, P.A., for Ronald E. Shouse, property owner of record. (PC Item 1; approved 9-0 on 7/25/11) Sandra Day is the Planner.

(13) Adjourn

WEDNESDAY, AUGUST 17, 2011 – CANCELLED

WEDNESDAY, AUGUST 24, 2011

-Consider approval of a Joint Resolution of the City of Lawrence, Kansas and Douglas County, Kansas establishing the Retiree Attraction Task Force (Cynthia Waggoner)

-Authorize County Administrator to send Offer to Purchase letter to Printing Solutions for parcel of property in Franklin Business Park (Craig Weinaug)

Temporary Business Use Permits (Keith Dabney):

-Hamm Asphalt for portable asphalt plant at the Hamm's Eudora Quarry 1213 E 2400 Road, Eudora.

-Donna Wade Wingert – Sale of dried fruit & nuts, 693 E 1250 Road, Lawrence, KS 66044

-Steven Cates – Haunted Farm, 1029 N 1156 Road, Lawrence, KS 66047

Review and Approve Carryover Reimbursement Budget – Deborah Ferguson

WEDNESDAY, AUGUST 31, 2011

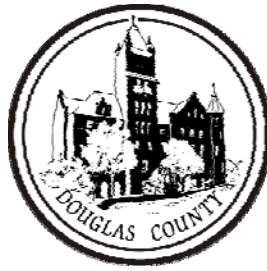
-Proclamation for National Preparedness Month (Teri Smith/Jillian Rodrique)

WEDNESDAY, SEPTEMBER 7, 2011

6:35 p.m.

-Presentation by AmeriCorps (Leah Noakes & Johnna Godinez)

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.



A PROCLAMATION TO HONOR Sidney M. Haupt

WHEREAS, The Board of County Commissioners of Douglas County, Kansas have met at a regular session on this the 10th day of August, 2011, with the following members being present: James Flory, Chairman; Nancy Thellman, Member; and Mike Gaughan, Member.

WHEREAS, Sidney M. Haupt first began his employment with the Douglas County Public Works Department on October 1, 1971, and

WHEREAS, Sidney M. Haupt is a dedicated public employee who has faithfully and diligently served all citizens of Douglas County since the beginning of his employment, and

WHEREAS, during the tenure of his employment he has served twenty-two different County Commissioners and five different County Engineers, and

WHEREAS, Sidney M. Haupt has continually endeavored to improve his ability and knowledge in the day-to-day operation of the Douglas County Public Works Department, and

WHEREAS, as a result of this initiative he has risen through the ranks within the Public Works Department from Draftsman to Engineering Technician IV, and

WHEREAS, The Board of Commissioners of Douglas County recognizes Forty years of employment as an outstanding contribution by Sidney M. Haupt and further consider Sidney M. Haupt as a very valuable asset to Douglas County and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that we honor Sidney M. Haupt, and recognize and commend Sid for his dedicated service to the citizens of Douglas County, Kansas.

ADOPTED this 10th day of August 2011.

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

Jim Flory, Chairman

Mike Gaughan, Vice-Chair

Nancy Thellman, Member

RESOLUTION NO. 11-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY FINDING THAT THE ANNEXATION OF SPECIFIED PROPERTY WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR ANY OTHER INCORPORATED CITY WITHIN DOUGLAS COUNTY, KANSAS

WHEREAS, on July 5, 2011, the City Commission of Lawrence, Kansas (hereinafter the "City Commission"), pursuant to K.S.A. 12-520c, adopted Resolution No. 6924 (hereinafter the "City Resolution") requesting that the Board of County Commissioners of Douglas County, Kansas (hereinafter the "Board") find and determine that the annexation of the following described property into the City of Lawrence (hereinafter the "City") will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Douglas County (hereinafter the "County"):

Beginning at the Northwest corner of the Northwest Quarter of Section 20, Township 12 South, Range 19 East of the Sixth principal meridian in Douglas County, Kansas, thence South along the West Section line of said Section 20, a distance of 1580.9 feet more or less to the center of the Kansas Turnpike right of way, then in an Easterly direction along the center line of said right of way to that point where the center line of said right of way intersects the center line of said Section 20, thence North along the center line of said Section 20, a distance of 1107 ft. more or less to the Northeast corner of said Northwest Quarter, thence West along the North line of said Section 20 to point of beginning; less that portion condemned for right of way by the Kansas Turnpike Authority of the State of Kansas and less the following tract condemned by the Kansas Turnpike Authority of the State of Kansas: A tract of land in the Northwest Quarter of Section 20, Township 12 South, Range 19 East, Douglas County, Kansas, lying adjacent to the North right of way line of the Kansas Turnpike as now surveyed, described as follows:

Beginning at Survey Station 13023-00 of the Kansas Turnpike; thence East along the North right of way line 450.0 feet to Survey Station 13027-50 of the Kansas Turnpike; thence North a distance of 100.00 feet; thence West 450.0 feet; thence South 100.0 feet to the point of beginning, containing 1.03 acres, more or less, the property conveyed hereunder containing 69.71 acres, more or less.

LESS AND EXCEPT:

The following described real estate in Douglas County, Kansas, described in deed recorded in Book 328, Page 1068, to-wit: Beginning at the Northwest corner of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twelve (12) South, Range Nineteen (19) East; thence South 330 feet; thence East 264 feet; thence North 330 feet; thence West

264 feet to the place of beginning, in Douglas County, Kansas, Containing 2 acres more or less;

LESS AND EXCEPT:

The following described real estate in Douglas County, Kansas, described in deed recorded in Book 358, Page 574, to-wit: Beginning at a point 330 feet South of the Northwest corner of the Northwest Quarter of Section 20, Township 12 South, Range 19 East of the 6th P.M.; thence South 82.5 feet; thence East 264 feet; thence North 82.5 feet; thence West 264 feet to the place of beginning; in Douglas County, Kansas.

(hereinafter the "Property").

WHEREAS, the City Clerk of the City certified and delivered City Resolution No. 6924 to the Board on July 6, 2011.

WHEREAS, on July 20, 2011, the Board met in regular session to consider the City Resolution, and opened a hearing, received public testimony, and closed the hearing.

WHEREAS, the members of the Board were not ready to make a decision on the City Resolution on July 20, 2011 and continued the agenda item to its next regularly scheduled meeting on July 27, 2011.

WHEREAS, each and every person desiring to provide oral testimony and provide information to the Board on July 20, 2011 were permitted to do so.

WHEREAS, the Board did vote 2-1 on July 27 to direct that a resolution be prepared in support of the finding that the annexation of the subject property would not hinder the proper growth and development of the area or that of any other incorporated city located within Douglas County.

WHEREAS, on August 5, 2011, the County Administrator's office notified the City Commission regarding its decision and that this Resolution would be forthcoming.

NOW THEREFORE, the Board of County Commissioners of Douglas County, Kansas, sitting in regular session this 10th day of August, 2011, does hereby resolve as follows:

1. After consideration of all the letters, emails, reports, plans and other written documents presented to the Board and all statements and presentations of all interested parties, the Board makes the following findings:
 - a. On December 9, 2008 and January 7, 2009, the City Commission and the Board, respectively, adopted the *K-10 & Farmer's Turnpike Plan* (hereinafter, the "Sector Plan"), which was thereafter published in accordance with law and, thereupon, became a part of *Horizon 2020*, the City and County jointly adopted comprehensive plan.

- b. On June 9, 2009 and August 5, 2009, the City Commission and the Board, respectively, adopted revisions to Chapter 7 of *Horizon 2020* that designated approximately 540 acres near the K-10 and I-70 intersection for industrial uses and zoning.
- c. On March 21, 2011, the City Commission received a request from the owner of the Property, asking that the City annex the Property pursuant to K.S.A. 12-520c and, in accordance with City policy, the City Commission referred the request to the Lawrence/Douglas County Planning Commission for consideration and to make a recommendation upon the request.
- d. In its Staff Report, prepared in advance of the May 25, 2011 Lawrence/Douglas County Planning Commission meeting, Planning Staff identified that the request was accompanied by a rezoning request to the City of Lawrence IG (General Industrial) district and concluded that the Property is appropriate for industrial uses, including Intensive Industrial uses as defined in the Land Development Code of the City of Lawrence, and that such use is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and recommended that the Board find that the annexation of the Property will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County.
- e. On May 25, 2011, the Lawrence/Douglas County Planning Commission, on a 9-0 vote and after receiving public comment, concluded that the annexation is compatible with *Horizon 2020* and the *K-10 and Farmer's Turnpike Plan* and that the Property was appropriate for industrial uses, and recommended that the Board find that the annexation of the Property will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County, and further recommended that the City annex the Property.
- f. On July 5, 2011, the City Commission, after receiving public comment, adopted, and on July 6, 2011, the City Clerk delivered to the Board City Resolution No. 6924, requesting the Board to find and determine that the annexation of the Property will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County.
- g. The letters, emails, reports, plans and other written documents presented to the Board and all statements and presentations of all interested parties received by the Board during its July 20, 2011 and July 27, 2011 meetings, in the aggregate, constitute sufficient information about the matter to enable the Board to adopt this Resolution.
- h. The Board makes its determination on the City Resolution in a quasi-judicial manner, based upon the facts and the law as they are, and not based upon speculation.
- i. The City and County are experiencing a shortage of available industrial space with convenient access to the Kansas Turnpike/I-70, which shortage is

causing potential new industrial businesses to locate in other communities, thereby preventing the County from realizing increases in its tax base and employment population. Because the proposed use of the Property is industrial, the City's annexation of the Property will provide additional available sites from which new and expanding businesses may choose, which may further economic growth and job creation in the City and County.

- j. The Property is within the Urban Growth Area of the City of Lawrence, as defined in *Horizon 2020*, and more than three miles from the nearest boundary of the City of Lecompton.
- k. The Property has excellent access to state and federal highways, specifically the Kansas Turnpike/I-70, K-10, U.S. 24, U.S. 40, U.S. 56, and U.S. 59, and is located on an arterial road (N 1800 Rd/County Route 438/Farmer's Turnpike), is within one mile of the terminus of the freeway that extends north beyond the terminus of K-10 (E850 Rd.), which is very near an interchange of the Kansas Turnpike/I-70 and, as a result, is positively situated for industrial use.
- l. The Development Code of the City, which will govern development if the Property is annexed, provides greater protection to the landowners and others adjacent to and near the Property than the County Zoning Regulations. For instance, the Development Code of the City provides more comprehensive regulation of items such as storm water drainage, lighting, noise, landscaping, and building setbacks.
- m. The owner of the Property cannot reasonably identify the specific industrial uses of the Property, as such uses will be dictated by the demands of future businesses that purchase or lease all or some portion of the Property, but the potential future uses of the Property may ultimately include uses permitted within the industrial zoning classifications and the Development Code of the City, including Intensive Industrial uses.
- n. The Sector Plan identifies the future land use of the Property as industrial. Although the City Commission, sitting in a legislative capacity, could decline to annex the Property, the Board concludes that the Sector Plan is important to the Board's decision, sitting in a quasi-judicial capacity, for establishing the proper growth and development of the area. If the Sector Plan is to be disregarded in determining the proper growth and development of the area, then long range planning is of very little use.
- o. The Board has considered industrial use as the proposed use of the Property and concludes it is consistent with the Sector Plan and the planned growth of the area.
- p. Annexing the property is the first step in implementing the development plan for the area and other technical studies and infrastructure improvements will be addressed with future development processes such as platting and site planning.

2. The Board finds and determines that the annexation of the Property by the City will not hinder or prevent the proper growth and development of the area, or that of any other incorporated city located within the county, all as provided by K.S.A. 12-520c.

3. This is a regular Resolution of the Board and is effective upon its adoption.

This Board of County Commissioners of Douglas County, Kansas adopts this Resolution on the 10th day of August, 2011.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS:

Jim Flory, Chair

Nancy Thellman, Member

Mike Gaughan, Member

ATTEST:

Jameson D. Shew, County Clerk

MEMORANDUM

To : Board of County Commissioners

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

Date : July 15, 2011

Re : Consider City of Lawrence permanent & temporary waterline utility easements
23rd Street bridge replacement project near Operations Division facility
KDOT Project No. 10-23 KA 0685-01

Due to KDOT's upcoming 23rd Street bridge replacement project, the City of Lawrence Utilities Department must relocate waterlines near our Operations Division (Shop) facility. In order to relocate waterlines, the City needs permanent and temporary easements from Douglas County.

There is currently a service waterline situated within our Shop property that serves the Household Hazardous Waste (HHW) facility. The service waterline is located within the proposed permanent easement. The City wishes to replace this service line with a larger waterline main. In addition to servicing the Shop property, this waterline main would then be used to service properties east of the Shop.

The attached Waterline Utility Easement provides a permanent easement to the City to locate and operate a waterline main effectively through the center of the Shop property. While this would be a "permanent" easement, the document allows Douglas County to relocate the permanent easement to the north 15' of the property upon redevelopment of the property. The waterline main would then be relocated at City expense. This provision is included so that Douglas County is not encumbered with a permanent easement through the center of the property if or when the County decides to sell the property. The waterline main cannot be located in the north 15' of the property under current conditions since buildings are currently situated in this area.

The attached Temporary Construction Easement provides for five relatively small temporary easement areas adjacent to the permanent easement. These are needed to facilitate construction, and will terminate 90 days following waterline relocation activities.

Action Required: Authorize the BOCC Chair to sign a Waterline Utility Easement document and Temporary Construction Easement document granting the City of Lawrence permanent and temporary construction easements to construct and maintain a waterline main situated within Douglas County property at 711 E 23rd Street.

TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a Temporary Construction Easement for the construction of a municipal waterline, water utilities, and other appurtenances thereto, in, over, under, and through the following described tracts of real estate situated in Douglas County, Kansas, to-wit:

LEGAL DESCRIPTION

(4T-1)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way; thence, along said right-of-way, S88°36'08"W, 15.00 feet to the Point of Beginning; thence, S01°37'57"E, 44.00 feet; thence, S88°36'08"W, 65.00 feet to the east line of said 23rd Street right-of-way; thence, along said right-of-way, N01°37'57"W, 10.00 feet; thence, departing said right-of-way, N88°36'08"E, 30.00 feet; thence, N01°37'57"W, 34.00 feet to the south line of said 23rd Street right-of-way; thence, along said right-of-way, N88°36'08"E, 35.00 feet, to the point of beginning.

The above described contains 1,840 square feet, more or less.

TOGETHER WITH:

(4T-2)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way and being the Point of Beginning; thence, along said right-of-way, N88°36'08"E, 10.00 feet; thence, S01°37'57"E, 64.00 feet; thence, S88°36'08"W, 10.00 feet; thence, N01°37'57"W, 64.00 feet, to the point of beginning.

The above described contains 640 square feet, more or less.

TOGETHER WITH:

(4T-3)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way; thence, continuing, S01°37'57"E, 59.00 feet; thence S88°36'08"W, 15.00 feet to the Point of Beginning; thence, S01°37'57"E, 5.00 feet; thence, S88°36'08"W, 65.00 feet to the east line of said 23rd Street right-of-way; thence, along said right-of-way, N01°37'57"W, 5.00 feet; thence, departing said right-of-way, N88°36'08"E, 65.00 feet, to the point of beginning.

The above described contains 325 square feet, more or less.

TOGETHER WITH:

(4T-4) Revised

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northwest Corner of Lot 4, StorGard Addition No.2; thence, along the west line of said Lot 4 on an assumed bearing of S01°28'46"E, 15.01 feet, to the Point of Beginning; thence, continuing, S01°28'46"E, 5.00 feet; thence, S88°38'03"W, 22.50 feet; thence S01°28'46"E, 141.92 feet; thence, S88°14'36"W, 20.00 feet; thence, N01°28'46"W, 147.05 feet; thence, N88°38'03"E, 42.50 feet, to the point of beginning.

The above described contains 3,052 square feet, more or less.

TOGETHER WITH:

(4T-5)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northwest Corner of Lot 4, StorGard Addition No.2; thence, along the west line of said Lot 4 on an assumed bearing of S01°28'46"E, 35.01 feet, to the Point of Beginning; thence, continuing, S01°28'46"E, 10.02 feet; thence, S88°38'03"W, 7.50 feet; thence, N01°28'46"W, 10.02 feet; thence, N88°38'03"E, 7.50 feet, to the point of beginning.

The above described contains 75 square feet, more or less.

Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or July 31, 2012, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS _____ day of _____, 2011.

Board of County Commissioners of Douglas County Kansas by Jim Flory (chair)

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jim Flory, acting on behalf of the Board of County Commissioners of Douglas County Kansas, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a Temporary Construction Easement for the construction of a municipal waterline, water utilities, and other appurtenances thereto, in, over, under, and through the following described tracts of real estate situated in Douglas County, Kansas, to-wit:

LEGAL DESCRIPTION

(4T-1)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way; thence, along said right-of-way, S88°36'08"W, 15.00 feet to the Point of Beginning; thence, S01°37'57"E, 44.00 feet; thence, S88°36'08"W, 65.00 feet to the east line of said 23rd Street right-of-way; thence, along said right-of-way, N01°37'57"W, 10.00 feet; thence, departing said right-of-way, N88°36'08"E, 30.00 feet; thence, N01°37'57"W, 34.00 feet to the south line of said 23rd Street right-of-way; thence, along said right-of-way, N88°36'08"E, 35.00 feet, to the point of beginning.

The above described contains 1,840 square feet, more or less.

TOGETHER WITH:

(4T-2)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way and being the Point of Beginning; thence, along said right-of-way, N88°36'08"E, 10.00 feet; thence, S01°37'57"E, 64.00 feet; thence, S88°36'08"W, 10.00 feet; thence, N01°37'57"W, 64.00 feet, to the point of beginning.

The above described contains 640 square feet, more or less.

TOGETHER WITH:

(4T-3)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 7; thence, along the north line of said Northeast Quarter on an assumed bearing of S89°01'32"W, 1197.51 feet; thence, S01°37'57"E, 118.59 feet to the south line of the 23rd Street right-of-way; thence, continuing, S01°37'57"E, 59.00 feet; thence S88°36'08"W, 15.00 feet to the Point of Beginning; thence, S01°37'57"E, 5.00 feet; thence, S88°36'08"W, 65.00 feet to the east line of said 23rd Street right-of-way; thence, along said right-of-way, N01°37'57"W, 5.00 feet; thence, departing said right-of-way, N88°36'08"E, 65.00 feet, to the point of beginning.

The above described contains 325 square feet, more or less.

TOGETHER WITH:

(4T-4) Revised

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northwest Corner of Lot 4, StorGard Addition No.2; thence, along the west line of said Lot 4 on an assumed bearing of S01°28'46"E, 15.01 feet, to the Point of Beginning; thence, continuing, S01°28'46"E, 5.00 feet; thence, S88°38'03"W, 22.50 feet; thence S01°28'46"E, 141.92 feet; thence, S88°14'36"W, 20.00 feet; thence, N01°28'46"W, 147.05 feet; thence, N88°38'03"E, 42.50 feet, to the point of beginning.

The above described contains 3,052 square feet, more or less.

TOGETHER WITH:

(4T-5)

That part of the Southeast Lawrence Suburban Acres subdivision in the Northeast Quarter of Section 7, Township 13 South, Range 20 East of the Sixth Principal Meridian, City of Lawrence, Douglas County, Kansas described as follows:

Commencing at the Northwest Corner of Lot 4, StorGard Addition No.2; thence, along the west line of said Lot 4 on an assumed bearing of S01°28'46"E, 35.01 feet, to the Point of Beginning; thence, continuing, S01°28'46"E, 10.02 feet; thence, S88°38'03"W, 7.50 feet; thence, N01°28'46"W, 10.02 feet; thence, N88°38'03"E, 7.50 feet, to the point of beginning.

The above described contains 75 square feet, more or less.

Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or July 31, 2012, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS _____ day of _____, 2011.

Board of County Commissioners of Douglas County Kansas by Jim Flory (chair)

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jim Flory, acting on behalf of the Board of County Commissioners of Douglas County Kansas, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

MEMORANDUM

To : Board of County Commissioners

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

Date : August 2, 2011

Re : Consider approval of Project Agreement with KDOT
Reconstruction of Route 6 curve at N 1150 Road
Project No. 23 C-0059-01

You will recall we applied to KDOT and were approved to obtain High Risk Rural Road (HRRR) federal funding to reconstruct the Route 6 curve at N 1150 Road approximately ½-mile south of the town of Clinton. This curve currently is posted with a 20-mph advisory speed. The reconstructed curve is being designed for 45 mph. The project bid letting is currently scheduled for May 2012 with construction occurring after Labor Day in the fall 2012. Alternating one lane traffic will be carried through construction using temporary traffic signals.

Attached is the project agreement for BOCC consideration. Under terms of the agreement, KDOT will provide federal funds to cover 90% of all construction and construction engineering (inspection) costs, up to a maximum of \$500,000. Douglas County is responsible for all design engineering costs, right-of-way acquisition costs, and utility relocation costs, plus 10% of all construction costs. Douglas County would also be responsible for 100% of project construction costs exceeding \$555,555.55. We currently estimate construction costs to be approximately \$351,000.

Engineering design has been completed using in-house personnel, and we anticipate using in-house personnel for construction inspection. We will be reimbursed for 90% of our in-house costs for construction inspection. We currently estimate the total project costs to Douglas County will be approximately \$67,100. We have \$123,050 currently allocated in the CIP for this project.

Action Required: Consider approval of project agreement with KDOT for the reconstruction of the Route 6 curve at N 1150 Road, Project No. 23 C-0059-01.

PROJECT NO. 23 C-0059-01
HRRR-C005(901)
GRADING, SURFACING & SEEDING
DOUGLAS COUNTY, 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,”

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 road project, hereinafter referred to as the "Project." The County has requested 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 roads utilizing federal funds. The Secretary and the County desire to construct the Project on County Road 6 in the County. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads, provided however, in order to be eligible for such federal aid, 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 the construction of the Project, which is described as follows:

Grading, surfacing and seeding on County Road 6, 0.5 miles west and 0.4 miles south of Clinton

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the County acquire rights 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 Kansas Department of Transportation and as required by Federal Highway Administration directives such the County may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the construction of the Project in accordance with the final design plans, as required by the

Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the County.

3. 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.

4. The Project shall use federal funds consisting of High Risk Rural Roads (HRRR) funds as allocated by the Secretary to the Project.

- HRRR Funds

The passage of the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) created the HRRR funding.

To be responsible for ninety percent (90%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed a maximum of \$500,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$555,555.55 for the Project. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. After receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE II

THE COUNTY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

3. 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, Volume I, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge

Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.

4. 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. 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 3 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 3 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 city/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.

5. 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.

6. 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.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. 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 rights of way, easements, and access rights have been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

8. To contact the Secretary if there will be any displaced person 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.*

9. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, 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.

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

11. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements.

12. 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 rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the County except as provided by state and federal laws.

13. 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 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 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.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights 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.

16. To provide the construction inspection in accordance with the rules and guidelines

developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the County forces or the consultant. 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. 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.

17. To deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The County will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of County Funds received by the County from the Secretary. The date indicated for the County to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date.

18. To be responsible for ten percent (10%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$555,555.55 for the Project. In addition, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$555,555.55 for the Project. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

19. If any payment is due to the Secretary, such payment be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. 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.

21. If it cancels the Project, it will reimburse the Secretary for any costs that are 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.

22. 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 that 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 rights of way of the Project, and it 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 rights 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.

23. 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.

24. 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 rights 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 rights 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 rights 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 rights 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 County and county standards where the hazardous waste site is located.

25. To control parking of vehicles on the County street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

26. 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 and the Federal Highway Administration.

27. 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, unless prior approval is obtained from the Secretary.

28. 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, rights 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.

29. When the Project is completed and final acceptance is issued the County 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.

ARTICLE III

THE PARTIES MUTUALLY 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. The Secretary or his or her authorized representative may act as the County's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the County of the determinations made pursuant to this section.

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 in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items will be paid by the County.

4. 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 Federal Highway Administration.

5. 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.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

8. 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 or provisions of this Agreement.

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:

COUNTY OF DOUGLAS, KANSAS

COUNTY CLERK (Date)

CHAIRMAN

(SEAL)

MEMBER

MEMBER

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

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE
IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments
thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “consultant” appears in the following “Nondiscrimination Clauses”, the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.

9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

MEMORANDUM

To : Board of County Commissioners

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

Date : August 3, 2011

Re : Consider KDOT Project Agreement for Corridor Management funding
US-56/Route 1055 intersection improvements in Baldwin City
Project No. 56-23 KA-2341-01

The attached project agreement provides for KDOT Corridor Management funding for improvements to the intersection of US-56 highway with Route 1055 (6th Street) in Baldwin City. The improvements would be in conjunction with Douglas County Project No. 2010-20, the reconstruction of Route 1055 (6th Street) from US-56 highway to Route 12. Construction of Project No. 2010-20 is scheduled for 2012.

Under terms of the agreement, KDOT would provide 100% construction costs, up to a maximum \$433,000, for intersection improvements. We currently estimate construction costs for the intersection improvements to be approximately \$432,000. Douglas County and Baldwin City would share engineering costs and any construction costs for intersection improvements exceeding \$433,000. Engineering costs associated with the intersection improvements are \$38,728. By prior agreement, Baldwin City will be responsible for R/W acquisition costs and utility relocation costs within the city limits.

For purposes of this funding, the "intersection" would extend to approximately 300' feet north of US-56. Proposed intersection improvements include widening the north leg from three lanes to four lanes (northbound: 1 through lane; southbound: 1 left turn lane, 1 through lane, 1 right turn lane) and widening the south leg from two lanes to three lanes (northbound: 1 combined through/right turn lane, 1 left turn lane; southbound: 1 through lane). The northbound and southbound through lanes north and south of the intersection would be aligned.

Action Required: Consider approval of a Project Agreement with KDOT for Corridor Management program funding of improvements to the intersection of US-56 highway with Route 1055 (6th Street) in Baldwin City, Project No. 56-23 KA-2341-01.

PROJECT NO. 56-23 KA-2341-01
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 construct left and right turn lanes at the intersection of US-56 and 6th Street in Baldwin City. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such aid, 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 turn lanes at the intersection of US-56 and 6th Street.

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 \$433,000. The Secretary shall not be responsible for any construction (which includes the costs of all construction contingency items) costs that exceed \$ 433,000. 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 \$ 433,000. 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 portions of the Project outside KDOT maintenance limits, 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 and
State Transportation Engineer

MEMORANDUM

To : Board of County Commissioners

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

Date : August 3, 2011

Re : Amendment to Engineering Services Agreement
Route 1055 (6th Street) reconstruction from US-56 highway to Route 12
Project No. 2010-20

Article II, paragraph 3.c. of the Project Agreement No. 144-11 with KDOT for Corridor Management funding for improvements to the US-56/Route 1055 intersection requires that KDOT will be a third party beneficiary to the County's agreement with our engineering consultant, Bartlett & West. We signed our engineering services agreement with Bartlett & West in November 2010, prior to our applying to KDOT for Corridor Management funding. In order to comply with Project Agreement No. 144-11, an amendment to our engineering services agreement with Bartlett & West is needed.

Evan Ice, county counselor, prepared the attached First Amendment to Engineering Services Contract. The amendment adds the language required by our Corridor Management project agreement with KDOT. This amendment must be signed by the BOCC if the BOCC approves Project Agreement No. 144-11 with KDOT for Corridor Management funding for the US-56/Route 1055 intersection.

Action Required: Authorize the BOCC Chair to sign the First Amendment to Engineering Services Agreement for Project No. 2010-20, the reconstruction of Route 1055 from US-56 highway to Route 12.

**FIRST AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

Douglas County Project No. 2010-20
Route 1055, US-56 to Route 12

This First Amendment to Engineering Services Agreement (this "Amendment") is entered into as of this _____ day of _____ 2011 by and between Douglas County, Kansas and Bartlett & West Engineers, Inc.

WHEREAS, the parties entered into that certain Engineering Services Agreement on November 17, 2010 (the "Agreement").

WHEREAS, the parties desire to make certain amendments to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment and pursuant to the provisions of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Agreement as follows:

1. **Recitals.** The Recitals listed above form an integral part of this First Amendment and, as applicable, shall be given such legal effect as if same were a specific term and condition hereof.
2. **Defined Terms.** Capitalized terms not otherwise defined in this First Amendment shall have the same meaning as in the Agreement.
3. **Amendment.** Paragraph H of Article VII is amended to read:

H. THIRD PARTY BENEFICIARIES

Except for the following provisions relating to the Secretary of Transportation of the State of Kansas, nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party:

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 Engineer. 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 Engineer failed to comply with its contract obligations under this Agreement or because of the Engineer's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Engineer as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

4. **Counterparts.** This First Amendment may be executed in any number of counterparts (delivered by mail, fax, overnight delivery, or electronic mail), each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

5. **Reaffirmation.** Except as specifically amended in this First Amendment, the Agreement is not amended and is reaffirmed.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in their names by their respective duly authorized representatives effective on the date stated above.

ENGINEER:

(Name of Engineering Firm)

By: _____
Engineer's Authorized Signatory

Printed Name

Title

COUNTY:

DOUGLAS COUNTY, KANSAS by the BOARD OF DOUGLAS COUNTY, KANSAS COMMISSIONERS

By: _____

FOR INFORMATION ONLY

Printed Name

Title: Chair

ATTEST:

Douglas County, Clerk

MEMORANDUM

To : Board of County Commissioners

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

Date : August 2, 2011

Re : Determine 2012 maintenance budget for the Hesper Charter Road Improvement District

The BOCC created the Hesper Charter Road Improvement District (Hesper CRID) in December 2004 by Home Rule Resolution No. HR 04-12-3. The CRID includes portions of N 1100 Road, E 2300 Road and N 1137 Road, all east of Route 1061, totaling 2.81 centerline miles. The CRID made capital improvements to these roads in 2005. The improvements consisted of adding a nominal 4" crushed rock base, priming and double chip sealing the surface, and replacing crossroad culverts. CRID property owners were assessed for the cost of the capital improvements (approximately \$231,000). In addition, CRID property owners are assessed for a portion of road maintenance costs with Eudora Township funding the remaining maintenance costs.

In January 2006, Douglas County entered into a 3-party road maintenance agreement with Eudora Township and the CRID. The road maintenance agreement established the method of determining assessments to CRID property owners for road maintenance. Under the agreement, Eudora Township contributes a percentage of total road maintenance revenues determined as follows: the assessed valuation of property within the CRID divided by the total assessed valuation of all property within Eudora Township. The CRID property owners are assessed for the total road maintenance budget less the percentage of township road maintenance revenues determined as indicated above.

You will recall in 2010 we met with the CRID advisory committee and property owners to discuss the fact our expenditures in 2008 and 2009 greatly exceeded the assessments collected. The over expenditures were due to a significant amount of asphalt patching. In 2008 we budgeted \$24,585 and spent \$51,792 on maintenance, and in 2009 we budgeted \$29,175 and spent \$59,731.55. Due to relatively low maintenance expenditures in 2006 & 2007, the overall amount of revenues collected from 2006 through 2010 is approximately \$30,000 lower than the total expenditures over the same period. Last year the BOCC set the 2011 maintenance budget at \$30,000, and assessments to property owners were set accordingly.

MEMORANDUM
August 2, 2011
Page Two

I recommend for 2012 the BOCC continue the \$30,000 total road maintenance budget for the Hesper Charter Road Improvement District. Attached is a worksheet showing that, using the method described in the road maintenance agreement, Eudora Township would be responsible for \$22,519 of the total \$30,000 budget, and the CRID property owners would be assessed for the remaining \$7,481. This amounts to an assessment of \$178.13 for each of 42 Individual Property Owners (IPO's). Also attached is the worksheet done last year for the 2011 budget. For this year's budget, Eudora Township is responsible for \$18,342 of the total \$30,000 budget, and the IPO's were each assessed \$277.58 for the remaining \$11,658.

It is my understanding Eudora Township will lose approximately \$40,000 in General Fund revenue next year as a result of the City of Eudora's reclassification to a 2nd class city. It is also my understanding this will not affect the township's Road Fund. The BOCC may want to consider this information in determining the 2012 Hesper CRID budget.

Action Required: Determine the 2012 road maintenance budget for the Hesper Charter Road Improvement District.

Date: 7/14/2010
 By: KAB

HESPER CHARTER ROAD IMPROVEMENT DISTRICT--2011 Budget

2011 TOWNSHIP AND DISTRICT CONTRIBUTIONS TO ROAD MAINTENANCE COSTS

Assumptions:

1. Total maintenance budget set at \$30,000.
2. Township performs no maintenance activities.
3. Twp contributes percentage of road fund budget into District maint fund.
4. County forces perform all maintenance activities except chip seals.

Hesper Improvement District total valuation (2010)*:	\$	973,153
Eudora Township total valuation (2010)*:	\$	13,916,858
Percentage of improvement district value to total township value:		6.99%
Township Road Fund budget, 2010**:	\$	262,300
Amount to be allocated to improvement district maintenance:	\$	18,342

Calculation of Improvement District contribution to annual maintenance expense:

Total estimated annual maintenance expense:	\$	30,000
Improvement District assessments required:	\$	11,658
	\$	30,000
		Maint. Assess.
		per IPO
Annual maint assessment per IPO:	\$	277.58

*values provided by DGCO Appraiser's Office
 **township road fund budget provided DGCO Budget Office

Date: 8/1/2011
 By: KAB

HESPER CHARTER ROAD IMPROVEMENT DISTRICT--2012 Budget

2012 TOWNSHIP AND DISTRICT CONTRIBUTIONS TO ROAD MAINTENANCE COSTS

Assumptions:

1. Total maintenance budget set at \$30,000.
2. Township performs no maintenance activities.
3. Twp contributes percentage of road fund budget into District maint fund.
4. County forces perform all maintenance activities except chip seals.

Hesper Improvement District total valuation (2011)*:	\$	985,985
Eudora Township total valuation (2011)*:	\$	14,405,420
Percentage of improvement district value to total township value:		6.84%
Township Road Fund budget, 2011**:	\$	329,000
Amount to be allocated to improvement district maintenance:	\$	22,519

Calculation of Improvement District contribution to annual maintenance expense:

Total estimated annual maintenance expense:	\$	30,000
Improvement District assessments required:	\$	<u>7,481</u>
	\$	30,000
		Maint. Assess.
		per IPO
Annual maint assessment per IPO:	<u>IPO's</u>	\$ 178.13
	42	

*values provided by DGCO Appraiser's Office
 **township road fund budget provided DGCO Budget Office

Office of the Secretary
915 SW Harrison St., 6th Floor
Topeka, KS 66612-1354



Phone: (785) 296-3271
Fax: (785) 296-4685
www.srs.ks.gov

Robert Siedlecki, Secretary

Sam Brownback, Governor

For Immediate Release:

August 8, 2011

Contact Angela De Rocha or Rachel Whitten

(785) 296-3271

Angela.deRocha@srs.ks.gov

Rachel.Whitten@srs.ks.gov

Douglas County, City of Lawrence, Kansas SRS reach accord to keep Lawrence SRS office open

Representatives of the Kansas Department of Social and Rehabilitation Services and officials of Douglas County and the City of Lawrence have reached agreement on a proposal that would avoid closure of the Lawrence SRS Office.

Under the terms of the proposal, both Douglas County and the City of Lawrence would temporarily commit financial assistance to allow SRS to meet cost reductions mandated in the state budget without closure of the Lawrence office. The proposal requires the approval of the Douglas County Commission and the Lawrence City Commission following public hearings.

"Douglas County and the City of Lawrence came to us with a proposal and we were more than willing to work with them," Secretary Siedlecki said. "Their proposal will help SRS to meet its cost-cutting objectives, as set by the Legislature, while keeping the Lawrence office open. Everyone wins."

"I view this proposal as a temporary partnership between local and state government that will benefit the entire community," Commission Chairman Jim Flory stated. "Not only will approval of this proposal assure the continuance of essential social services to our constituents, it will also continue the economic benefit realized locally from a significant state payroll and by avoiding additional budgetary demands on many local social service agencies."

“This proposal allows for the continuation of SRS services in Lawrence,” said Mayor Aron Cromwell. “SRS provides vital services to many of our residents. It is important to the Lawrence community to maintain the SRS presence in Lawrence.”

Secretary Siedlecki added, “I sincerely regret the disruption in the lives of some of our most dedicated workers that this reorganization has caused as the result of the \$42 million in cuts the Legislature made to our budget. SRS employees, like the clients they serve, are being affected by the dire condition of our state and national economies.”

“It is our preference to keep this SRS office open beyond September of 2013, but that will depend on the economic circumstances of the state government. We have committed to the community in Lawrence to make a good faith effort to seek adequate funding in subsequent years for that purpose,” Siedlecki said.

Specifics of the proposal:

The City of Lawrence and Douglas County would each pay a total of \$112,500 to SRS in 2012, and \$112,500 in 2013. The state would agree that these payments would be sufficient to enable SRS to meet the current budget cuts mandated by the legislature, without closing the Lawrence SRS office. In return, the Secretary of SRS would agree that SRS will continue to operate a full service office in Lawrence, with the preference of keeping the office in Lawrence open on a long-term basis, depending on the economic conditions of the state government, without further subsidies after 2013.

The county funds would come from money currently budgeted for future economic development projects. The County’s commitment will not require a mill levy increase.

The city funds would come from the City’s fund balances.

The Lawrence City Commission will consider the proposal during their Tuesday evening meeting, and the Douglas County Commission will consider the proposal Wednesday.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Kansas Department of Social and Rehabilitation Services [hereinafter referred to as SRS]; Douglas County, Kansas, [hereinafter referred to as County] and the City of Lawrence, Kansas [hereinafter referred to as City] is prepared to memorialize a proposal to reach an agreement among the Parties to avoid the closure of the Lawrence SRS Office. The terms of the agreement, each having an independent and dispositive significance, are as follows:

1. The County will seek approval of the Douglas County Board of County Commissioners to secure funding to contribute \$112,500.00 in 2012 and 2013 to SRS in order for SRS to meet their State General Fund funding agreement.
2. The City will seek approval of the Lawrence City Commission to secure funding to contribute \$112,500.00 in 2012 and 2013 to SRS in order for SRS to meet their State General Fund funding agreement.
3. The payments set forth above by County and City to SRS will occur in 2012 and 2013 in accordance with a payment schedule to be determined in the formal agreement document.
4. In consideration for and contingent upon this funding assistance from County and City during both years, SRS agrees to keep the Lawrence SRS office open and operating at substantially the same level of current service through September, 2013.
5. SRS further expresses its preference to keep the Lawrence SRS open after September, 2013, and will, if the financial condition of the State of Kansas allows, make a good faith effort to seek adequate funding in subsequent fiscal years for that purpose.
6. All parties understand and agree that if, during the term of any agreement reached that is wholly consistent with and is a result of this Memorandum of Understanding, the Kansas Legislature acts to alleviate the need for local funding to keep the Lawrence SRS open, the County and City are immediately released from any further financial obligations to SRS under the terms of the agreement. Similarly, SRS will be immediately released from any further financial obligations if City or County fail to abide by any term of the agreement.
7. All Parties agree and acknowledge that final agreement on terms set forth in this Memorandum of Understanding is contingent upon approval by a majority of the members of the Douglas County Board of County Commissioners and the Lawrence City Commission following a public hearing. In the event such approval is obtained, a formal agreement document will be prepared and executed by the Parties to the agreement.

CERTIFICATE

State of Kansas
County
2012

To the Clerk of Douglas County, State of Kansas

We, the undersigned, officers of

Douglas County

- certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2012; and
(3) the Amount(s) of 2011 Ad Valorem Tax are within statutory limitations.

		2012 Adopted Budget			
		Page No.	Budget Authority for Expenditures	Amount of 2011 Ad Valorem Tax	County Clerk's Use Only
Table of Contents:					
Computation to Determine Limit for 2012		2			
Allocation Veh Taxes, Slider & Neigh Revital		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Fund	K.S.A.				
General	79-1946	7	38,092,775	26,184,297	
Debt Service	10-113	8	827,627		
Road & Bridge	79-1946	9	5,718,969	3,184,591	
Ambulance	65-6113	10	4,441,960	2,359,109	
Employee Benefits	12-16,102	10	8,697,963	7,345,751	
Special Building	19-15-116	11	268,950	138,185	
Special Liability	75-6110	11	250,000	126,779	
Youth Services	38-546	12	1,669,990	1,439,616	
		12			
Economic Development		13			
Emergency Cell Phone		13			
Emergency Telephone		14	601,630		
Motor Vehicle Operations		14	785,500		
Special Alcohol Programs		15	26,500		
Special Parks & Recreation		15	118,222		
Local County Sales Tax		16	5,872,850		
		16			
Non-Budgeted Funds-A		17			
Non-Budgeted Funds-B		18			
Non-Budgeted Funds-C		19			
Totals		xxxxx	67,372,936	40,778,329	
Budget Summary		20			
Budget Summary2					County Clerk's Use Only
Neighborhood Revitalization Rebate			Is a Resolution required?	No	
Resolution					Nov 1, 2011 Total Assessed Valuation

Assisted by:

Address: _____

_____ Nancy Thellman

_____ Jim Flory

Attest: _____ 2011

_____ Mike Gaughan

_____ Jamie Shew
County Clerk

_____ Governing Body

Computation to Determine Limit for 2012

	Amount of Levy
1. Total Tax Levy Amount in 2011 Budget	+ \$ <u>40,259,079</u>
2. Debt Service Levy in 2011 Budget	- \$ <u>0</u>
3. Tax Levy Excluding Debt Service	\$ <u>40,259,079</u>
2011 Valuation Information for Valuation Adjustments:	
4. New Improvements for 2011:	+ <u>11,749,695</u>
5. Increase in Personal Property for 2011:	
5a. Personal Property 2011	+ <u>37,802,485</u>
5b. Personal Property 2010	- <u>40,780,005</u>
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>
	(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011:	<u>8,814,154</u>
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	<u>20,563,849</u>
8. Total Estimated Valuation July 1, 2011	<u>1,140,680,987</u>
9. Total Valuation less Valuation Adjustment (8 minus 7)	<u>1,120,117,138</u>
10. Factor for Increase (7 divided by 9)	<u>0.01836</u>
11. Amount of Increase (10 times 3)	+ \$ <u>739,103</u>
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$ <u>40,998,182</u>
13. Debt Service Levy in this 2012 Budget	<u>0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)	<u>40,998,182</u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

Douglas County

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2011	Date Due		Amount Due 2011		Amount Due 2012	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Bond & Interest Fund											
Series 2001A N900 Road & Yankee Tank Sewer	3/1/2001	8/31/2021	7.25	345,000	245,000	Feb/Aug	Aug	16,900	15,000	15,812	15,000
Series 2003B Refunding Sewer Yankee Tank	5/1/2003	9/30/2014	3.50	1,325,000	545,000	Mar/Sept	Sept	18,492	125,000	14,430	135,000
Series 2005A Sewer Baldwin Creek	3/1/2005	9/30/2015	3.35	737,000	410,000	Mar/Sept	Sept	13,565	75,000	11,240	80,000
Series 2006A Hesper Road Improvement	8/1/2006	9/30/2016	4.75	255,000	166,000	Mar/Sept	Sept	5,473	0	5,473	26,000
Series 2008A N 600 Road Improvement	9/30/2008	9/1/2028	4.75	280,000	260,000	Mar/Sept	Sept	11,487	10,000	11,088	10,000
Series 2009A SE Lawr Sanitary Sewer	9/28/2009	9/1/2030	4.25	2,445,000	2,445,000	Mar/Sept	Sept	176,345	35,000	91,087	30,000
Sub-Total					4,071,000			242,262	260,000	149,130	296,000
Local County Sales Tax Fund											
Series 2003A Refunding Jail & Health Facility	5/1/2003	8/31/2016	3.75	8,175,000	6,275,000	Feb/Aug	Feb/Aug	228,924	60,000	226,956	75,000
Series 2004A Refunding Jail & Health Facility	2/1/2004	8/31/2019	2.38	13,650,000	11,465,000	Feb/Aug	Feb/Aug	484,337	1,840,000	421,662	1,970,000
Sub-Total					17,740,000			713,261	1,900,000	648,618	2,045,000
Total G.O. Bonds					21,811,000			955,523	2,160,000	797,748	2,341,000
Revenue Bonds:											
NONE											
Total Revenue Bonds					0			0	0	0	0
Other:											
NONE											
Total Other					0			0	0	0	0
Total Indebtedness					21,811,000			955,523	2,160,000	797,748	2,341,000

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	2,962,363	1,638,268	1,631,170
Receipts:			
Ad Valorem Tax	22,329,772	25,575,000	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	410,057	385,000	310,000
Motor Vehicle Tax	2,042,871	1,904,000	2,293,019
Recreational Vehicle Tax	18,612	18,000	0
16/20M Vehicle Tax	22,526	26,377	0
Gross Earnings (Intangible) Tax	0	0	0
LAVTR	0	0	0
City and County Revenue Sharing	0	0	0
Slider	0	0	0
Mineral Production Tax			
Local Alcoholic Liquor	14,386	14,735	15,472
Compensating Use Tax			
Local Sales Tax	5,283,040	5,300,000	5,400,000
InLieu of Taxes (IRB)	593	486	486
Mortgage Registration Fees	1,473,053	1,480,000	1,450,000
Zoning Permits	495,894	180,000	150,000
Charge for Services	294,933	304,000	350,500
Fees & Interest Delinquent Taxes	402,971	350,000	350,000
Antique Auto License Fees	6,730	6,800	6,800
Malt Beverage License Fees	850	850	0
Fish & Game License Fees	163	170	0
Park Permits	21,245	19,500	21,200
Cable TV Franchise Fees	19,240	19,000	19,000
Labor & Equipment Reimbursements	9,937	9,500	9,500
Sale of Chemicals	84,857	82,000	82,000
Court Trustee Fees	272,257	275,000	275,000
Restitution Collection Trustee	70,723	65,000	65,000
DA's Diversion Charges	99,317	97,000	97,000
Court Research Fees	26,615	27,500	28,000
Juvenile Probation Fees	766	700	800
Court Trustee Bond Forfeitures	8,057	8,000	8,000
DNA Testing Fees	1,144	1,000	1,000
Clinton Lake Reimbursement	55,704	56,000	56,000
Civil Process Fees	26,740	26,500	0
Fairgrounds Rental Income	81,448	80,000	81,000
Lease of County Property	17,210	14,520	14,520
Inmate Fees	63,787	64,000	64,000
Miscellaneous	64,980	65,000	65,000
Transient Merchant Fees	500	250	0
Vehicle Rental Excise Tax	20,588	22,800	0
Redempton Title Fees	1,325	828	0
Transfer from Motor Vehicle Operations	160,000	93,368	0
Interest on Idle Funds	209,544	257,900	208,000
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	34,112,435	36,830,784	11,421,297
Resources Available:	37,074,798	38,469,052	13,052,467

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	513,738	471,963	406,089
Receipts:			
Ad Valorem Tax	-10	0	XXXXXXXXXXXXXXXXXX
Delinquent Tax	1,183	800	1,000
Motor Vehicle Tax	4,340	1,009	
Recreational Vehicle Tax	39	7	
16/20M Vehicle Tax	54	54	
Slider	0	0	
Special Assessments	299,235	461,800	417,278
Delinquent Special Assessments	2,411	2,400	3,000
Vehicle Rental Excise Tax	0	0	0
In Lieu of Tax (IRB)	0	0	0
Interest on Idle Funds	237	320	260
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	307,489	466,390	421,538
Resources Available:	821,227	938,353	827,627
Expenditures:			
Principal	274,000	260,000	296,000
Interest	75,264	242,264	149,132
Bond Process Fees	0	30,000	30,000
Future Debt	0	0	352,495
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	349,264	532,264	827,627
Unencumbered Cash Balance Dec 31	471,963	406,089	XXXXXXXXXXXXXXXXXX
2010/2011 Budget Authority Amount:	812,736	901,385	XXXXXXXXXXXXXXXXXX
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			827,627
Tax Required			0
Delinquent Comp Rate:		0.030	0
Amount of 2011 Ad Valorem Tax			0

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Road & Bridge	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	933,761	1,216,819	479,093
Receipts:			
Ad Valorem Tax	3,303,504	2,733,000	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	62,767	50,000	45,000
Motor Vehicle Tax	312,886	280,000	246,130
Recreational Vehicle Tax	2,834	2,600	0
16/20M Vehicle Tax	4,205	3,813	0
Slider	0	0	0
Special City & County Highway	1,825,959	1,658,000	1,817,000
County Equalization			
InLieu of Tax	89	52	52
Labor & Equipment	27,265	20,000	22,000
Vehicle Rental Excise Tax	3,047	3,300	0
LPA Engineering Reimbursements	0	0	0
Weight Limit Permits	6,140	6,200	6,200
Hesper Maintenance Reimbursements	29,175	30,000	11,658
Interest on Idle Funds			
Miscellaneous	40		
Does miscellaneous exceed 10% of Total F			
Total Receipts	5,577,911	4,786,965	2,148,040
Resources Available:	6,511,672	6,003,784	2,627,133

FUND PAGE - ROAD

Adopted Budget Road & Bridge	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Resources Available:	6,511,672	6,003,784	2,627,133
Expenditures from detail page:			
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Subtotal	0	0	0
Personnel	2,324,181	2,277,396	2,293,906
Contractual	1,381,699	1,415,667	1,504,200
Commodities	1,037,698	1,182,628	1,256,863
Capital Outlay	26,275	64,000	64,000
Transfer to Special Highway			
Transfer to Equipment Reserve	525,000	585,000	600,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total F			
Total Expenditures	5,294,853	5,524,691	5,718,969
Unencumbered Cash Balance Dec 31	1,216,819	479,093	xxxxxxxxxxxxxxxxxxxx
2010/2011 Budget Authority Amount:	6,239,973	6,043,934	xxxxxxxxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			5,718,969
Tax Required			3,091,836
Delinquent Comp Rate:	0.030		92,755
Amount of 2011 Ad Valorem Tax			3,184,591

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Ambulance	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	61	78,925	262,716
Receipts:			
Ad Valorem Tax	1,557,914	1,962,000	XXXXXXXXXXXXXXXXXX
Delinquent Tax	26,778	27,500	20,000
Motor Vehicle Tax	126,454	133,000	175,810
Recreational Vehicle Tax	1,146	1,200	0
16/20 M Vehicle Tax	1,686	1,544	0
Slider	0	0	0
InLieu of Tax (IRB)	41	37	37
Vehicle Rental Excise Tax	1,438	1,400	0
County Ambulance Fees	1,979,795	1,693,000	1,693,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total F			
Total Receipts	3,695,252	3,819,681	1,888,847
Resources Available:	3,695,313	3,898,606	2,151,563
Expenditures:			
Contractual	180,461	180,160	236,477
Commodities	99,916	103,300	103,300
Capital Outlay	18,982	101,600	61,600
City of Lawrence - EMS Service	2,946,949	2,975,830	3,991,583
Transfer to Ambulance Equip Reserve	370,000	275,000	0
Neighborhood Revitalization Rebate			
Miscellaneous	80		49,000
Does miscellaneous exceed 10% of Total F			
Total Expenditures	3,616,388	3,635,890	4,441,960
Unencumbered Cash Balance Dec 31	78,925	262,716	XXXXXXXXXXXXXXXXXX
2010/2011 Budget Authority Amount:	3,447,682	3,661,528	XXXXXXXXXXXXXXXXXX
		Non-Appropriated Balance	
See Tab A		Total Expenditure/Non-Appr Balance	4,441,960
		Tax Required	2,290,397
Delinquent Comp Rate:	0.030		68,712
Amount of 2011 Ad Valorem Tax			2,359,109

Adopted Budget Employee Benefits	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	266,842	218,816	152,389
Receipts:			
Ad Valorem Tax	7,174,502	7,421,000	XXXXXXXXXXXXXXXXXX
Delinquent Tax	107,651	110,000	81,000
Motor Vehicle Tax	518,828	612,000	666,178
Recreational Vehicle Tax	4,731	5,800	0
16/20 M Vehicle Tax	5,498	6,762	0
Slider	0	0	0
InLieu of Tax (IRB)	191	141	141
Vehicle Rental Excise Tax	6,622	5,900	0
Transfer from General	397,950	417,800	438,690
City of Lawrence and State Reimbursemen	0	215,000	227,768
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total F			
Total Receipts	8,215,973	8,794,403	1,413,777
Resources Available:	8,482,815	9,013,219	1,566,166
Expenditures:			
OASDI	1,470,866	1,526,984	1,530,000
Health Insurance	4,020,926	4,531,848	4,703,189
KPERS/KPF	2,148,161	2,034,871	2,114,361
Unemployment Insurance	22,090	94,385	94,413
EMS Health Insurance	339,350	356,212	0
EMS Reimbursements	49,774	53,930	0
Transfer to Risk Management	200,000	250,000	250,000
Contractual	12,650	12,600	6,000
Neighborhood Revitalization Rebate			
Miscellaneous	182		
Does miscellaneous exceed 10% of Total F			
Total Expenditures	8,263,999	8,860,830	8,697,963
Unencumbered Cash Balance Dec 31	218,816	152,389	XXXXXXXXXXXXXXXXXX
2010/2011 Budget Authority Amount:	8,247,694	8,697,853	XXXXXXXXXXXXXXXXXX
		Non-Appropriated Balance	
See Tab A See Tab C		Total Expenditure/Non-Appr Balance	8,697,963
		Tax Required	7,131,797
Delinquent Comp Rate:	0.030		213,954
Amount of 2011 Ad Valorem Tax			7,345,751

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Special Building	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	95,282	7,385	103,377
Receipts:			
Ad Valorem Tax	290,688	317,000	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	3,395	4,500	2,900
Motor Vehicle Tax	11,908	24,000	28,507
Recreational Vehicle Tax	105	230	0
16/20 M Vehicle Tax	300	102	0
Slider	0	0	0
InLieu of Tax (IRB)	8	6	6
Vehicle Rental Excise Tax	268	154	0
Interest on Idle Funds			
Miscellaneous	1,731		
Does miscellaneous exceed 10% of Total R			
Total Receipts	308,403	345,992	31,413
Resources Available:	403,685	353,377	134,790
Expenditures:			
Professional Services	345,591	160,000	268,950
Building Improvements	50,709	90,000	0
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Expenditures	396,300	250,000	268,950
Unencumbered Cash Balance Dec 31	7,385	103,377	xxxxxxxxxxxxxxxxxxx
2010/2011 Budget Authority Amount:	300,000	345,000	xxxxxxxxxxxxxxxxxxx
See Tab A		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	268,950
		Tax Required	134,160
		Delinquent Comp Rate: 0.030	4,025
		Amount of 2011 Ad Valorem Tax	138,185

Adopted Budget

Special Liability	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	248,080	141,105	122,030
Receipts:			
Ad Valorem Tax	0	50,500	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	308	400	400
Motor Vehicle Tax	994	0	4,484
Recreational Vehicle Tax	8	0	0
16/20 M Vehicle Tax	54	0	0
Slider	0	0	0
InLieu of Tax (IRB)	1	1	0
Vehicle Rental Excise Tax	0	24	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	1,365	50,925	4,884
Resources Available:	249,445	192,030	126,914
Expenditures:			
Contractual	7,440	70,000	165,000
Transfer to Risk Management	100,000		75,000
Neighborhood Revitalization Rebate			
Miscellaneous	900		10,000
Does miscellaneous exceed 10% of Total R			
Total Expenditures	108,340	70,000	250,000
Unencumbered Cash Balance Dec 31	141,105	122,030	xxxxxxxxxxxxxxxxxxx
2010/2011 Budget Authority Amount:	189,381	149,800	xxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	250,000
		Tax Required	123,086
		Delinquent Comp Rate: 0.030	3,693
		Amount of 2011 Ad Valorem Tax	126,779

Douglas County

2012

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Youth Services	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	29,419	82,303	0
Receipts:			
Ad Valorem Tax	1,321,712	1,248,000	xxxxxxxxxxxxxxxx
Delinquent Tax	18,637	20,000	15,000
Motor Vehicle Tax	84,528	112,706	112,161
Recreational Vehicle Tax	764	1,060	0
16/20 M Vehicle Tax	1,190	1,012	0
Vehicle Rental Excise Tax	1,219	900	0
InLieu of Tax (IRB)	35	24	24
Other County Reimbursements	157,650	70,000	65,000
State Reimbursements	105,600	85,000	77,520
Interest on Idle Funds	2,843	3,200	2,600
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	1,694,178	1,541,902	272,305
Resources Available:	1,723,597	1,624,205	272,305
Expenditures:			
Personnel	1,370,613	1,394,404	1,438,411
Contractual	91,522	119,850	126,925
Commodities	67,264	84,325	87,800
Capital Outlay	109	1,750	1,500
Debt Payment	11,786	11,660	9,650
Transfer to Equipment Reserve	100,000	10,000	0
Neighborhood Revitalization Rebate		-934	
Miscellaneous	0	3,150	5,704
Does miscellaneous exceed 10% of Total E			
Total Expenditures	1,641,294	1,624,205	1,669,990
Unencumbered Cash Balance Dec 31	82,303	0	xxxxxxxxxxxxxxxx
2010/2011 Budget Authority Amount:	1,600,617	1,589,585	xxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
See Tab A See Tab C		Total Expenditure/Non-Appr Balance	1,669,990
		Tax Required	1,397,685
		Delinquent Comp Rate:	0.030
		Amount of 2011 Ad Valorem Tax	41,931
			1,439,616

xxx need to fix 2011 estimated

Adopted Budget	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
0			
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20 M Vehicle Tax			
Slider			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2010/2011 Budget Authority Amount:	0	0	xxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
		Delinquent Comp Rate:	0.030
		Amount of 2011 Ad Valorem Tax	0

Douglas County

2012

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Economic Development	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	2,576	2,576	2,576
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	0	0	0
Resources Available:	2,576	2,576	2,576
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	2,576	2,576	2,576
2010/2011 Budget Authority Amount:	0	0	

Adopted Budget

Emergency Cell Phone	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	91,309	221,386	0
Receipts:			
911 Emergency Cell Phone Tax	209,248	211,000	0
Interest on Idle Funds	719	975	0
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	209,967	211,975	0
Resources Available:	301,276	433,361	0
Expenditures:			
Contractual	78,454	82,000	0
Capital Outlay	1,436	18,000	0
Transfer to Equipment Reserve	0	283,361	0
Transfer to Emergency Telephone Tax	0	50,000	
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	79,890	433,361	0
Unencumbered Cash Balance Dec 31	221,386	0	0
2010/2011 Budget Authority Amount:	232,400	414,023	

See Tab C

Douglas County

2012

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Emergency Telephone	2010	2011	2012
Unencumbered Cash Balance Jan 1	156,384	276,150	125,000
Receipts:			
911 Emergency Telephone Tax	273,923	259,000	475,000
Transfer from Emerg Cell Phone	0	50,000	0
Interest on Idle Funds	768	1,050	1,630
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	274,691	310,050	476,630
Resources Available:	431,075	586,200	601,630
Expenditures:			
Contractual	139,145	144,500	237,200
Commodities	3	0	0
Capital Outlay	15,777	122,500	322,500
Transfer to Equipment Reserve	0	194,200	41,930
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	154,925	461,200	601,630
Unencumbered Cash Balance Dec 31	276,150	125,000	0
2010/2011 Budget Authority Amount:	385,000	346,393	

See Tab C

Adopted Budget

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Motor Vehicle Operations	2010	2011	2012
Unencumbered Cash Balance Jan 1	79,964	58,977	55,000
Receipts:			
Vehicle Fees	723,992	728,750	730,500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	723,992	728,750	730,500
Resources Available:	803,956	787,727	785,500
Expenditures:			
Personnel	547,173	584,559	588,229
Contractual	29,081	35,300	42,850
Commodities	6,725	7,500	9,500
Capital Outlay	0	0	142,921
Transfer to Equipment Reserve	2,000	4,000	2,000
Transfer to General	160,000	93,368	0
Miscellaneous	0	8,000	
Does miscellaneous exceed 10% of Total E			
Total Expenditures	744,979	732,727	785,500
Unencumbered Cash Balance Dec 31	58,977	55,000	0
2010/2011 Budget Authority Amount:	786,000	759,900	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol Programs	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Alcohol Tax	25,306	26,030	26,500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	25,306	26,030	26,500
Resources Available:	25,306	26,030	26,500
Expenditures:			
Alcohol/Drug Abuse Agencies	25,306	26,030	26,500
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	25,306	26,030	26,500
Unencumbered Cash Balance Dec 31	0	0	0
2010/2011 Budget Authority Amount:	19,500	26,030	

See Tab A

Adopted Budget Special Parks & Recreation	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance Jan 1	88,629	103,015	102,750
Receipts:			
Alcohol Tax	14,386	14,735	15,472
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	14,386	14,735	15,472
Resources Available:	103,015	117,750	118,222
Expenditures:			
Recreational Facilities	0	15,000	118,222
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	15,000	118,222
Unencumbered Cash Balance Dec 31	103,015	102,750	0
2010/2011 Budget Authority Amount:	96,212	118,863	

Douglas County

2012

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
Local County Sales Tax	2010	2011	2012
Unencumbered Cash Balance Jan 1	4,872,756	4,379,836	3,835,274
Receipts:			
Transfer from General	2,079,000	2,068,700	2,037,576
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	2,079,000	2,068,700	2,037,576
Resources Available:	6,951,756	6,448,536	5,872,850
Expenditures:			
Bond Principal	1,800,000	1,900,000	2,045,000
Bond Interest	771,920	713,262	648,619
Future Payments	0	0	3,179,231
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	2,571,920	2,613,262	5,872,850
Unencumbered Cash Balance Dec 31	4,379,836	3,835,274	0
2010/2011 Budget Authority Amount:	6,951,756	6,448,536	

Adopted Budget

Adopted Budget	Prior Year Actual	Current Year Estimate	Proposed Budget Year
0	2010	2011	2012
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2010/2011 Budget Authority Amount:	0	0	

Douglas County

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2010 is to be shown)

2012

Non-Budgeted Funds-A

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Capital Improvement Program		CIP Sales Tax		Ambulance Capital Reserve		Equipment Reserve		Risk Management Reserve		Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	15,544,318	Cash Balance Jan 1	624,530	Cash Balance Jan 1	251,313	Cash Balance Jan 1	7,135,315	Cash Balance Jan 1	32,837	23,588,313

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Trans from General	4,000,000	Trans from General	164,000	Trans from Ambulance	370,000	Trans from General	1,091,866	Trans from Emp Ben	200,000	
						Trans from Motor Veh	2,000			
						Trans from Rd & Br	525,000	Trans from Spec Liab	100,000	
						Trans from Youth Serv	100,000			
						Trans from Spec Hwy	865,000			
Interest	80,399	Interest	3,275	Interest	911	Interest	37,498	Interest	323	
Total Receipts	4,080,399	Total Receipts	167,275	Total Receipts	370,911	Total Receipts	2,621,364	Total Receipts	300,323	7,540,272
Resources Available:	19,624,717	Resources Available:	791,805	Resources Available:	622,224	Resources Available:	9,756,679	Resources Available:	333,160	31,128,585

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Contractual	3,650,506	Contractual	31,050	Ambulance	239,366	Contractual	83,949	Workmen Comp	284,449	
Capital Outlay	37,236			Capital Outlay	3,039	Commodities	2,204	Medical Services	17,572	
Miscellaneous	1,725					Capital Outlay	855,122			
Total Expenditures	3,689,467	Total Expenditures	31,050	Total Expenditures	242,405	Total Expenditures	941,275	Total Expenditures	302,021	5,206,218
Cash Balance Dec 31	15,935,250	Cash Balance Dec 31	760,755	Cash Balance Dec 31	379,819	Cash Balance Dec 31	8,815,404	Cash Balance Dec 31	31,139	25,922,367 **
										25,922,367 **

**Note: These two block figures should agree.

Douglas County

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2010 is to be shown)

2012

Non-Budgeted Funds-B

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Road & Bridge Mach Equip		Register of Deeds Technolo		Special Highway		ecial Law Enforcement Tr		Donations		Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	196,047	Cash Balance Jan 1	302,381	Cash Balance Jan 1	1,161,110	Cash Balance Jan 1	102,567	Cash Balance Jan 1	78,125	1,840,230

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
		Technology Fee	141,304			Drug Tax	13,929	Donations	15,996	
						Restitution Pymts	4,995			
						State Forfeitures	36,720			
		Interest	1,624			Interest	517	Interest	578	
Total Receipts	0	Total Receipts	142,928	Total Receipts	0	Total Receipts	56,161	Total Receipts	16,574	215,663
Resources Available:	196,047	Resources Available:	445,309	Resources Available:	1,161,110	Resources Available:	158,728	Resources Available:	94,699	2,055,893

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
		Contractual	134,372	Contractual	89,796	Contractual	13,685	Personnel	3,556	
		Capital Outlay	11,285	Trans to Equip Res	865,000	Commodities	8,650	Contractual	18	
						Capital Outlay	9,167	Commodities	255	
						DEU Buy Funds	5,000	Capital Outlay	613	
						Settlement Forfeiture	3,000	Miscellaneous	908	
						Miscellaneous	1,022			
Total Expenditures	0	Total Expenditures	145,657	Total Expenditures	954,796	Total Expenditures	40,524	Total Expenditures	5,350	1,146,327
Cash Balance Dec 31	196,047	Cash Balance Dec 31	299,652	Cash Balance Dec 31	206,314	Cash Balance Dec 31	118,204	Cash Balance Dec 31	89,349	909,566 **
										909,566 **

**Note: These two block figures should agree.

Douglas County

NON-BUDGETED FUNDS (C)
(Only the actual budget year for 2010 is to be shown)

2012

Non-Budgeted Funds-C

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Prosecuting Training & Ass		Sheriff Special Use		Grants		Sheriff Holding				Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	31,662	Cash Balance Jan 1	9,855	Cash Balance Jan 1	400,792	Cash Balance Jan 1	0	Cash Balance Jan 1		442,309

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Spec Prosecutor Charge	8,386	Handgun License Fees	5,347	Grants	229,087	Assets seized	17,148			
		Register Offender Fees	7,700							
						Interest	51			
Total Receipts	8,386	Total Receipts	13,047	Total Receipts	229,087	Total Receipts	17,199	Total Receipts	0	267,719
Resources Available:	40,048	Resources Available:	22,902	Resources Available:	629,879	Resources Available:	17,199	Resources Available:	0	710,028

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Training	7,474	Equipment	7,986	Personnel	164,668					
				Contractual	53,631					
				Commodities	1,571					
				Capital Outlay	9,413					
				Miscellaneous	2,251					
Total Expenditures	7,474	Total Expenditures	7,986	Total Expenditures	231,534	Total Expenditures	0	Total Expenditures	0	246,994
Cash Balance Dec 31	32,574	Cash Balance Dec 31	14,916	Cash Balance Dec 31	398,345	Cash Balance Dec 31	17,199	Cash Balance Dec 31	0	463,034 **
										463,034 **

**Note: These two block figures should agree.

NOTICE OF BUDGET HEARING

The governing body of **Douglas County**

will meet on August 10, 2011 at 6:35 p.m. at County Courthouse Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at Douglas County Budget Office, 1100 Massachusetts Lawrence KS and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2012 Expenditures and Amount of 2011 Ad Valorem Tax establish the maximum limits of the 2012 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2010		Current Year Estimate for 2011		Proposed Budget Year for 2012		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2011 Ad Valorem Tax	Est. Tax Rate*
General	35,436,530	21.824	36,837,882	23.258	38,092,775	26,184,297	22.955
Debt Service	349,264	0.045	532,264		827,627		
Road & Bridge	5,294,853	3.155	5,524,691	2.486	5,718,969	3,184,591	2.792
Ambulance	3,616,388	1.278	3,635,890	1.785	4,441,960	2,359,109	2.068
Employee Benefits	8,263,999	5.595	8,860,830	6.749	8,697,963	7,345,751	6.440
Special Building	396,300	0.085	250,000	0.289	268,950	138,185	0.121
Special Liability	108,340		70,000	0.046	250,000	126,779	0.111
Youth Services	1,641,294	0.838	1,624,205	1.135	1,669,990	1,439,616	1.262
Economic Development							
Emergency Cell Phone	79,890		433,361				
Emergency Telephone	154,925		461,200		601,630		
Motor Vehicle Operations	744,979		732,727		785,500		
Special Alcohol Programs	25,306		26,030		26,500		
Special Parks & Recreation			15,000		118,222		
Local County Sales Tax	2,571,920		2,613,262		5,872,850		
Non-Budgeted Funds-A	5,206,218						
Non-Budgeted Funds-B	1,146,327						
Non-Budgeted Funds-C	246,994						
Totals	65,283,527	32.820	61,617,342	35.748	67,372,936	40,778,329	35.749
Less: Transfers	8,820,516		8,495,973		8,020,943		
Net Expenditure	56,463,011		53,121,369		59,351,993		
Total Tax Levied	36,793,865		40,259,079		xxxxxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	1,121,717,385		1,126,218,033		1,140,680,987		

Outstanding Indebtedness,

January 1,	2009	2010	2011
G.O. Bonds	21,818,000	23,885,000	21,811,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	21,818,000	23,885,000	21,811,000

Other District Funds	Prior Year Actual 2010		Current Yr Estimate 2011		Proposed Budget Year 2012			
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2011 Ad Valorem Tax	Est. Tax Rate*	July 1 Est. Valuation
Clinton Cemetery	5,684	0.806	6,750	0.792	42,044	7,588	0.791	9,596,385
Colyer Cemetery	7,106	0.668	12,000	0.672	38,302	14,700	0.674	21,794,912
East View Cemetery	1,800	0.594	2,500	0.598	7,668	2,062	0.593	3,477,338
Maple Grove Cemetery	7,270	0.738	7,500	0.730	20,658	5,856	0.722	8,109,618
Stull Cemetery	13,327	0.883	14,500	1.005	22,427	14,339	1.048	13,677,927
Twin Mound Cemetery	1,086	0.901	1,300	0.908	5,484	1,216	0.917	1,325,921
Hesper Charter Road Improv	29,175	0.000	34,375	0.000	14,000	0		0
Rock Creek Cemetery	0	0.000	0	0.000	1,250	1,250	0.671	1,861,930
Totals	65,448	4.590	78,925	4.705	151,833	47,011	5.416	

Jamie Shew - County Clerk

*Tax rates are expressed in mills

Douglas County

2012

CERTIFICATE (2)

		2012 Adopted Budget				
		Page No.	Expenditures	2011 Amount of Ad Valorem	County Clerk's Use Only	
					Nov. 1 Final Assess Valuation	Computed Mills Rate
Table of Contents:						
<u>Fund</u>	<u>K.S.A.</u>					
Clinton Cemetery	17-1330	2	42,044	7,588		
Colyer Cemetery	17-1330	4	38,302	14,700		
East View Cemetery	17-1330	6	7,668	2,062		
Maple Grove Cemetery	17-1330	8	20,658	5,856		
Stull Cemetery	17-1330	10	22,427	14,339		
Twin Mound Cemetery	17-1330	12	5,484	1,216		
Hesper Charter Road Improv	HR 04-12-03	14	14,000	0		
Rock Creek Cemetery	17-1330	16	1,250	1,250		
			0	0		
			0	0		

CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
 Special District Name Clinton Cemetery

FUND PAGE

Adopted Budget for GENERAL FUND	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	26,426	32,018	33,492
Ad Valorem Tax	7,434	7,262	XXXXXXXXXXXXXX
Delinquent Tax	90	100	75
Motor Vehicle Tax	824	793	816
Recreational Vehicle Tax	27	22	25
16/20M Vehicle Tax	49	47	48
LAVTR			
Slider			
In Lieu of Taxes			
Sale of Lots	2,800		
Interest on Idle Funds	52		
Total Receipts	11,276	8,224	964
Resources Available:	37,702	40,242	34,456
Expenditures:			
Mowing	5,500	6,500	42,044
Operations	184	250	
Total Expenditures	5,684	6,750	42,044
Unencumbered Cash Balance, Dec 31	32,018	33,492	XXXXXXXXXXXXXX
Non-Appropriated Balance			
Total Expenditures and Non-Appropriated Balance			42,044
Tax Required			7,588
Delinquency Computation % Rate			0
Amount of 2011 Ad Valorem Tax			7,588

July 2011 Assessed Value	9,596,385
2011 Estimated Mill Levy	0.791

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

2012

Douglas County
Clinton Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget		+ \$ <u>7,367</u>
2. Debt Service Levy in 2011 Budget		- \$ <u>0</u>
3. Tax Levy Excluding Debt Service		\$ <u>7,367</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ <u>108,198</u>	
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ <u>1,209,999</u>	
5b. Personal Property 2010	- <u>1,038,307</u>	
5c. Increase in Personal Property (5a minus 5b)	+ <u>171,692</u>	
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	<u>0</u>	
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	<u>279,890</u>	
8. Total Estimated Valuation July 1,2011	<u>9,596,385</u>	
9. Total Valuation less Valuation Adjustment (8 minus 7)	<u>9,316,495</u>	
10. Factor for Increase (7 divided by 9)	<u>0.03004</u>	
11. Amount of Increase (10 times 3)		+ \$ <u>221</u>
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)		\$ <u>7,588</u>
13. Debt Service Levy in this 2012 Budget		<u>0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u>7,588</u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
Special District Name Colyer Cemetery

FUND PAGE

Adopted Budget for GENERAL FUND	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	9,422	18,031	21,966
Ad Valorem Tax	13,955	14,227	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	158	75	75
Motor Vehicle Tax	1,467	1,498	1,417
Recreational Vehicle Tax	37	35	37
16/20M Vehicle Tax	98	100	107
LAVTR			
Slider			
In Lieu of Taxes			
Interest on Idle Funds			
Total Receipts	15,715	15,935	1,636
Resources Available:	25,137	33,966	23,602
Expenditures:			
Mowing	6,955	11,500	18,000
Operations	151	500	20,302
Total Expenditures	7,106	12,000	38,302
Unencumbered Cash Balance, Dec 31	18,031	21,966	xxxxxxxxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditures and Non-Appropriated Balance			38,302
Tax Required			14,700
Delinquency Computation % Rate			0
Amount of 2011 Ad Valorem Tax			14,700

July 2011 Assessed Value	21,794,912
2011 Estimated Mill Levy	0.674

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

2012

Douglas County
Colyer Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1.	Tax Levy Amount in 2011 Budget	+ \$ <u>14,412</u>
2.	Debt Service Levy in 2011 Budget	- \$ <u>0</u>
3.	Tax Levy Excluding Debt Service	\$ <u>14,412</u>
2011 Valuation Information for Valuation Adjustments:		
4.	New Improvements for 2011:	+ <u>242,211</u>
5.	Increase in Personal Property for 2011:	
5a.	Personal Property 2011	+ <u>664,165</u>
5b.	Personal Property 2010	- <u>637,674</u>
5c.	Increase in Personal Property (5a minus 5b)	+ <u>26,491</u>
		(Use Only if > 0)
6.	Valuation of Property that has Changed in Use during 2011	<u>158,356</u>
7.	Total Valuation Adjustment (Sum of 4, 5c, and 6)	<u>427,058</u>
8.	Total Estimated Valuation July 1, 2011	<u>21,794,912</u>
9.	Total Valuation less Valuation Adjustment (8 minus 7)	<u>21,367,854</u>
10.	Factor for Increase (7 divided by 9)	<u>0.01999</u>
11.	Amount of Increase (10 times 3)	+ \$ <u>288</u>
12.	Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$ <u>14,700</u>
13.	Debt Service Levy in this 2012 Budget	<u>0</u>
14.	Maximum levy, including debt service, without a Resolution (12 plus 13)	<u>14,700</u>

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CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
Special District Name East View Cemetery

FUND PAGE

Adopted Budget for
GENERAL FUND

	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	4,528	5,499	5,273
Ad Valorem Tax	1,775	1,890	xxxxxxxxxxxxxxx
Delinquent Tax	100	150	75
Motor Vehicle Tax	221	217	239
Recreational Vehicle Tax	5	5	5
16/20M Vehicle Tax	12	12	14
LAVTR			
Slider			
In Lieu of Taxes			
Sale of Lots	150		
US Bond	500		
Interest on Idle Funds	8		
Total Receipts	2,771	2,274	333
Resources Available:	7,299	7,773	5,606
Expenditures:			
Mowing	1,800	2,500	7,668
Total Expenditures	1,800	2,500	7,668
Unencumbered Cash Balance, Dec 31	5,499	5,273	xxxxxxxxxxxxxxx

Non-Appropriated Balance	
Total Expenditures and Non-Appropriated Balance	7,668
Tax Required	2,062
Delinquency Computation % Rate	0
Amount of 2011 Ad Valorem Tax	2,062

July 2011 Assessed Value	3,477,338
2011 Estimated Mill Levy	0.593

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

2012

Douglas County
East View Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget		+ \$ <u>2,034</u>
2. Debt Service Levy in 2011 Budget		- \$ <u>0</u>
3. Tax Levy Excluding Debt Service		\$ <u>2,034</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ <u>15,723</u>	
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ <u>123,041</u>	
5b. Personal Property 2010	- <u>114,990</u>	
5c. Increase in Personal Property (5a minus 5b)	+ <u>8,051</u>	
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	<u>22,701</u>	
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	<u>46,475</u>	
8. Total Estimated Valuation July 1, 2011	<u>3,477,338</u>	
9. Total Valuation less Valuation Adjustment (8 minus 7)	<u>3,430,863</u>	
10. Factor for Increase (7 divided by 9)	<u>0.01355</u>	
11. Amount of Increase (10 times 3)		+ \$ <u>28</u>
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)		\$ <u>2,062</u>
13. Debt Service Levy in this 2012 Budget		<u>0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u>2,062</u>

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CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
 Special District Name Maple Grove Cemetery

FUND PAGE

Adopted Budget for GENERAL FUND	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	13,009	14,759	13,907
Ad Valorem Tax	5,702	5,728	xxxxxxxxxxxxxx
Delinquent Tax	107	80	60
Motor Vehicle Tax	782	810	804
Recreational Vehicle Tax	14	15	14
16/20M Vehicle Tax	15	15	17
LAVTR			
Slider			
In Lieu of Taxes			
Sale of lots	2,200		
Marking graves	200		
Interest on Idle Funds			
Total Receipts	9,020	6,648	895
Resources Available:	22,029	21,407	14,802
Expenditures:			
Mowing	5,950	6,000	10,000
Operations	1,320	1,500	10,658
Total Expenditures	7,270	7,500	20,658
Unencumbered Cash Balance, Dec 31	14,759	13,907	xxxxxxxxxxxxxx

Non-Appropriated Balance	
Total Expenditures and Non-Appropriated Balance	20,658
Tax Required	5,856
Delinquency Computation % Rate	0
Amount of 2011 Ad Valorem Tax	5,856

July 2011 Assessed Value	8,109,618
2011 Estimated Mill Levy	0.722

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

2012

Douglas County
Maple Grove Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget	+ \$	<u>5,810</u>
2. Debt Service Levy in 2011 Budget	- \$	<u>0</u>
3. Tax Levy Excluding Debt Service	\$	<u>5,810</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ _____	4,600
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ _____	308,578
5b. Personal Property 2010	- _____	249,717
5c. Increase in Personal Property (5a minus 5b)	+ _____	58,861
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	_____	0
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	_____	63,461
8. Total Estimated Valuation July 1,2011	_____	8,109,618
9. Total Valuation less Valuation Adjustment (8 minus 7)	_____	8,046,157
10. Factor for Increase (7 divided by 9)	_____	0.00789
11. Amount of Increase (10 times 3)	+ \$ _____	46
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$ _____	<u>5,856</u>
13. Debt Service Levy in this 2012 Budget	_____	0
14. Maximum levy, including debt service, without a Resolution (12 plus 13)	_____	<u>5,856</u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
Special District Name Stull Cemetery

FUND PAGE

Adopted Budget for
GENERAL FUND

	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	6,422	6,198	6,447
Ad Valorem Tax	11,515	13,200	xxxxxxxxxxxxxx
Delinquent Tax	226	120	75
Motor Vehicle Tax	1,315	1,391	1,523
Recreational Vehicle Tax	19	13	22
16/20M Vehicle Tax	28	25	21
LAVTR			
Slider			
In Lieu of Taxes			
Interest on Idle Funds			
Total Receipts	13,103	14,749	1,641
Resources Available:	19,525	20,947	8,088
Expenditures:			
Mowing	13,200	14,000	16,000
Operations	127	500	6,427
Total Expenditures	13,327	14,500	22,427
Unencumbered Cash Balance, Dec 31	6,198	6,447	xxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditures and Non-Appropriated Balance			22,427
Tax Required			14,339
Delinquency Computation % Rate			0
Amount of 2011 Ad Valorem Tax			14,339

July 2011 Assessed Value	13,677,927
2011 Estimated Mill Levy	1.048

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
County Treas RTV Estimate _____
County Treas 16/20M Estimate _____

2012

Douglas County
Stull Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget		+ \$ <u>13,424</u>
2. Debt Service Levy in 2011 Budget		- \$ <u>0</u>
3. Tax Levy Excluding Debt Service		\$ <u>13,424</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ <u>97,823</u>	
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ <u>341,733</u>	
5b. Personal Property 2010	- <u>311,370</u>	
5c. Increase in Personal Property (5a minus 5b)	+ <u>30,363</u>	
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	<u>744,904</u>	
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	<u>873,090</u>	
8. Total Estimated Valuation July 1,2011	<u>13,677,927</u>	
9. Total Valuation less Valuation Adjustment (8 minus 7)	<u>12,804,837</u>	
10. Factor for Increase (7 divided by 9)	<u>0.06818</u>	
11. Amount of Increase (10 times 3)		+ \$ <u>915</u>
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)		\$ <u>14,339</u>
13. Debt Service Levy in this 2012 Budget		<u>0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u>14,339</u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
 Special District Name Twin Mound Cemetery

FUND PAGE

Adopted Budget for GENERAL FUND	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	3,558	4,036	4,091
Ad Valorem Tax	1,174	1,175	xxxxxxxxxxxxxx
Delinquent Tax	42	20	20
Motor Vehicle Tax	129	149	146
Recreational Vehicle Tax	4	6	5
16/20M Vehicle Tax	5	5	6
LAVTR			
Slider			
In Lieu of Taxes			
Reimbursements	210		
Interest on Idle Funds			
Total Receipts	1,564	1,355	177
Resources Available:	5,122	5,391	4,268
Expenditures:			
Mowing	1,000	1,200	5,000
Operations	86	100	484
Total Expenditures	1,086	1,300	5,484
Unencumbered Cash Balance, Dec 31	4,036	4,091	xxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditures and Non-Appropriated Balance			5,484
Tax Required			1,216
Delinquency Computation % Rate			0
Amount of 2011 Ad Valorem Tax			1,216

July 2011 Assessed Value	1,325,921
2011 Estimated Mill Levy	0.917

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

2012

Douglas County
Twin Mound Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget	+ \$	<u>1,203</u>
2. Debt Service Levy in 2011 Budget	- \$	<u>0</u>
3. Tax Levy Excluding Debt Service	\$	<u>1,203</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ _____	0
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ _____	39,358
5b. Personal Property 2010	- _____	24,915
5c. Increase in Personal Property (5a minus 5b)	+ _____	14,443
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	_____	0
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	_____	14,443
8. Total Estimated Valuation July 1,2011	_____	1,325,921
9. Total Valuation less Valuation Adjustment (8 minus 7)	_____	1,311,478
10. Factor for Increase (7 divided by 9)	_____	0.01101
11. Amount of Increase (10 times 3)	+ \$ _____	13
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$ _____	<u>1,216</u>
13. Debt Service Levy in this 2012 Budget	_____	0
14. Maximum levy, including debt service, without a Resolution (12 plus 13)	_____	<u>1,216</u>

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CONSOLIDATED METHOD FUND PAGE

2012

County Name Douglas County
Special District Name Hesper Charter Road Improv

FUND PAGE

Adopted Budget for GENERAL FUND	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	4,375	4,375	0
Ad Valorem Tax	0		xxxxxxxxxxxxxxxx
Delinquent Tax	0		
Motor Vehicle Tax	0		
Recreational Vehicle Tax	0		
16/20M Vehicle Tax	0		
LAVTR	0		
Slider	0		
In Lieu of Taxes	0		
Special Assessments - Maintenance	10,167	11,658	14,000
Eudora Township	19,008	18,342	0
Interest on Idle Funds			
Total Receipts	29,175	30,000	14,000
Resources Available:	33,550	34,375	14,000
Expenditures:			
Road Maintenance			
Transfer to County Road & Bridge	29,175	34,375	14,000
Total Expenditures	29,175	34,375	14,000
Unencumbered Cash Balance, Dec 31	4,375	0	xxxxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditures and Non-Appropriated Balance			14,000
Tax Required			0
Delinquency Computation % Rate			0
Amount of 2011 Ad Valorem Tax			0

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
 County Treas RTV Estimate _____
 County Treas 16/20M Estimate _____

MVT Factor 0.0000
 RVT Factor 0.0000
 16/20M Factor 0.0000

2012

Douglas County
Hesper Charter Road Improv

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget		+ \$ <u>0</u>
2. Debt Service Levy in 2011 Budget		- \$ <u>0</u>
3. Tax Levy Excluding Debt Service		<u>\$ 0</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ _____	0
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ _____	0
5b. Personal Property 2010	- _____	0
5c. Increase in Personal Property (5a minus 5b)	+ _____	0
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	_____	0
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	_____	0
8. Total Estimated Valuation July 1,2011	_____	0
9. Total Valuation less Valuation Adjustment (8 minus 7)	_____	0
10. Factor for Increase (7 divided by 9)	_____	0.00000
11. Amount of Increase (10 times 3)		+ \$ _____
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)		<u>\$ 0</u>
13. Debt Service Levy in this 2012 Budget		<u>0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u><u>0</u></u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

CONSOLIDATED METHOD FUND PAGE

County Name Douglas County
Special District Name Rock Creek Cemetery

FUND PAGE

Adopted Budget for
GENERAL FUND

	Prior Year Actual 2010	Current Year Estimate 2011	Proposed Budget Year 2012
Unencumbered Cash Balance, Jan. 1	0	0	0
Ad Valorem Tax			xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
LAVTR			
Slider			
In Lieu of Taxes			
Interest on Idle Funds			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Mowing			1,250
Operations			
Total Expenditures	0	0	1,250
Unencumbered Cash Balance, Dec 31	0	0	xxxxxxxxxxxxxxxx

Non-Appropriated Balance	
Total Expenditures and Non-Appropriated Balance	1,250
Tax Required	1,250
Delinquency Computation % Rate	0
Amount of 2011 Ad Valorem Tax	1,250

July 2011 Assessed Value	1,861,930
2011 Estimated Mill Levy	0.671

ALLOCATION OF MVT, RVT, and 16/20M Vehicle Tax

Budgeted Fund Names	Amount Levy for 2011	Allocation for Year 2012		
		MVT Alloc	RVT Alloc	16/20M Veh Alloc
General				
Total	0	0	0	0

County Treas MVT Estimate _____
County Treas RTV Estimate _____
County Treas 16/20M Estimate _____

2012

Douglas County
Rock Creek Cemetery

Computation to Determine Limit for 2012

		Amount of Levy
1. Tax Levy Amount in 2011 Budget	+ \$	<u> </u>
2. Debt Service Levy in 2011 Budget	- \$	<u> 0</u>
3. Tax Levy Excluding Debt Service	\$	<u> 0</u>
 2011 Valuation Information for Valuation Adjustments:		
4. New Improvements for 2011:	+ _____	
5. Increase in Personal Property for 2011:		
5a. Personal Property 2011	+ _____	
5b. Personal Property 2010	- _____	
5c. Increase in Personal Property (5a minus 5b)	+ _____	0
		(Use Only if > 0)
6. Valuation of Property that has Changed in Use during 2011	_____	
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)	_____	0
8. Total Estimated Valuation July 1,2011	_____	
9. Total Valuation less Valuation Adjustment (8 minus 7)	_____	0
10. Factor for Increase (7 divided by 9)	_____	0.00000
11. Amount of Increase (10 times 3)	+ \$	<u> 0</u>
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$	<u> 0</u>
13. Debt Service Levy in this 2012 Budget		<u> 0</u>
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u> 0</u>

If the 2012 budget includes tax levies exceeding the total on line 14, you must adopt a resolution to exceed this limit and attach a copy to this budget.

Douglas County

2012

NOTICE OF BUDGET HEARING

Other District Funds	Prior Year Actual 2010		Current Yr Estimate 2011		Proposed Budget Year 2012			
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2011 Ad Valorem Tax	Est. Tax Rate*	July 1 Est. Valuation
Clinton Cemetery	5,684	0.806	6,750	0.792	42,044	7,588	0.791	9,596,385
Colyer Cemetery	7,106	0.668	12,000	0.672	38,302	14,700	0.674	21,794,912
East View Cemetery	1,800	0.594	2,500	0.598	7,668	2,062	0.593	3,477,338
Maple Grove Cemetery	7,270	0.738	7,500	0.730	20,658	5,856	0.722	8,109,618
Stull Cemetery	13,327	0.883	14,500	1.005	22,427	14,339	1.048	13,677,927
Twin Mound Cemetery	1,086	0.901	1,300	0.908	5,484	1,216	0.917	1,325,921
Hesper Charter Road Improv	29,175	0.000	34,375	0.000	14,000	0		0
Rock Creek Cemetery	0	0.000	0	0.000	1,250	1,250	0.671	1,861,930
Totals	65,448	4.590	78,925	4.705	151,833	47,011	5.416	

Jamie Shew - County Clerk

*Tax rates are expressed in mills

PLANNING COMMISSION REPORT
Regular Agenda –Public Hearing Item

PC Staff Report
7/25/11

ITEM NO. 1 CONDITIONAL USE PERMIT FOR A RETAIL NURSERY; 1271 N 222 RD (SLD)

CUP-5-4-11: Consider a Conditional Use Permit for a commercial greenhouse and nursery to permit accessory retail sales, for an ecological restoration business, located at 1271 N 222 Rd, Baldwin City. Submitted by Landplan Engineering, P.A., for Ronald E. Shouse, property owner of record. *Joint meeting with Baldwin City Planning Commission.*

STAFF RECOMMENDATION: Staff recommends approval of a Conditional Use Permit for a Retail Nursery located at 1271 N 222 Road.

Reason for Request: *“Applied Ecological Services, Inc. seeks to establish a commercial greenhouse, retail nursery and ecological restoration business on the subject property zoned “A”. The property features an existing 40,000 SF green house that previously operated on site under different management.”*

KEY POINTS

- Existing business located along hard surface road.
- Property located along highway access.
- Property located within three miles of Baldwin City limits.
- Baldwin City Planning Commission considered the item at their July 12, 2011 meeting. There were no objections to the request.
- Section 12-303-1.20 defines **Commercial Greenhouse** *“an agricultural enterprise using a controlled environment [temperature and humidity] for the commercial cultivation and production of plants.”* This is an allowed use in the A (Agricultural) District.
- Section 12-319-4.32 defines **Retail Nursery** *“when ancillary products are sold which were not produced on the site, shall not exceed 3,500 SF of net retail space...”* This use requires approval of a Conditional Use Permit.

ATTACHMENTS

- Site Plan
- Area Map
- Site Summary by Phase
- AES Brochure – list of services and business description

GOLDEN FACTORS TO CONSIDER

ZONING AND USES OF PROPERTY NEARBY

- Existing zoning is agricultural and includes residences and agricultural fields in the immediate area.

CHARACTER OF THE AREA

- Property is located on the east side of the old Highway 59 alignment. The property is located in the Willow Springs Township and within three miles of Baldwin City.

SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

- The current zoning designation for the property is A, an agriculture-related district.
- The proposed request will not alter the underlying zoning district.

ASSOCIATED CASES/OTHER ACTION REQUIRED

- Approval by Board of County Commissioners.

PUBLIC COMMENT RECEIVED PRIOR TO PRINTING

- None to date.

GENERAL INFORMATION

Current Zoning and Land Use: A (Agricultural) District; existing residence and accessory buildings related to a former nursery operation.

Surrounding Zoning and Land Use: A (Agricultural) District in all directions; surrounding uses include rural residences and agricultural fields.

Site Summary		
Subject Property:	12.7 acres	555,329 SF
	Existing	Proposed
Total Building SF	43,000	100,100
Total Impervious SF	91,500	124,049
Total Pervious SF	463,829	431,280

Summary of Request

This project is a multi-Phase development that will include new buildings for equipment storage, expansion of the green house, and exterior storage of plant materials. The existing residence is located on the north portion of the property and is included in the site summary.

Development By Phase	
Total Buildings	43,000 SF
Total Building Phase I	60,100 SF
Total Building Phase II	70,100 SF
Total Building Phase III	100,100 SF

This request is for a Conditional Use Permit to allow for retail sales and related activities. The primary activity for this property is a commercial greenhouse, an allowed use in the Agricultural district. Other activities include office and professional design/consulting services in support of the business and storage of vehicles and equipment related to the business. The key element of consideration for this request is the retail element proposed for Phase II. The site plan shows the use of existing buildings and temporary structures as the site is developed in Phases over time.

The site includes both office and future retail space as well as equipment storage related to the nursery business. Several areas are shown for "plant product storage" these are open storage areas. The Zoning Regulations allow an area of not more than 3,500 square feet of net retail space as a maximum Conditional Use as a retail Nursery. Beyond that size commercial zoning would be required for retail uses. Greenhouses, where plants are grown, and outdoor display areas are not included in the retail space calculation. Storage buildings are also not included in the retail space calculation. This particular nursery is geared toward plant production.

Off-Street Parking is provided throughout all Phases with expansions in the pavement for circulation and surface parking added as needed.

Off Street Parking			
Use	Standard (Section 12-316)	Requirement	
Commercial Greenhouse (includes office space associated with activity)	1 space per 2 employees on maximum working shift for Manufacturing or industrial establishment, research or testing laboratory, creamery, bottling plant, wholesale warehouse or similar establishment. (PLUS) Space for storage of trucks or other vehicles used in connection with the business or industry.	20 employees – Phase I 30 employees – Phase II 40 employees – Phase III+ 4 loading – Phase I + 4 loading – Phase II + 4 loading – Phase III	10 Spaces 15 Spaces 20 Spaces
Retail Nursery (Phase II addition)	1 space per 200 feet of floor area, for retail store or personal services establishment and banks.	Retail Space 3,500 SF in Phase II 18 spaces required for retail	
Total Spaces Required	38 Spaces All Phases		
Spaces Proposed	25 Total Spaces – Phase I 35 Total Spaces – Phase II 42 Total Spaces – Phase III		

I. ZONING AND USES OF PROPERTY NEARBY

This area is located on the east side of Highway 59 south of Highway 56. The area is zoned A (Agricultural). The immediately surrounding area is also zoned A (Agricultural). Small commercially zoned areas are located along the highway and at the intersection of Highway 59 and Highway 56. Land use includes rural residences and agricultural crop land.

Staff Finding – This property is located in the area east of Highway 59 and zoned agriculturally. The nearby uses include rural residences and crop land. The proposed use will not alter the base zoning district of the property.

II. CHARACTER OF THE AREA

The area is characterized or defined by the highway corridor providing limited access to properties in the area. Highway 59 is a significant boundary of the area. The Highway 59 corridor south of N 300 Road and north of N 100 Road includes numerous parcels stripped out along the highway frontage. Parcel sizes range from one acre to 80 acres along the corridor. Average parcel size is over 16 acres in this area. The property is also located within three miles of Baldwin City but is outside of the designated Urban Growth Boundary of Baldwin City. The dominate land use of the area is agricultural with rural residential homes located along county roads. The property was previously used as a nursery.

A new hard surface frontage road provides access to parcels along the east side of Highway 59 and provides access to the property proposed as a nursery with a small retail element to be added in Phase II of the development.

Staff Finding – This area is characterized as an agricultural area within the influence area of Baldwin City. The defining character is agricultural with rural residential homes located along the County roads. The proposed use is consistent with the rural character of the area.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Applicant's response: *"The subject property features a detached residential dwelling, vacant 40,000 SF greenhouse and fallow fields. Without approval of a Conditional Use Permit (CUP), the property will remain underutilized."*

This property is zoned A (Agricultural) District. The purpose of this district is identified in Section 12-306 of the County Zoning Regulations and states: *"...The purpose of this district is to provide for a full range of agricultural activities, including processing and sale of agricultural products raised on the premises, and at the same time, to offer protection to agricultural land from the depreciating effect of objectionable, hazardous and unsightly uses."* This district is associated with a majority of the unincorporated portion of Douglas County.

Uses allowed in the A district include: farms, truck gardens, orchards, or nurseries for the growing or propagation of plants, trees and shrubs in addition other types of open land uses. In addition to the nursery aspect of the existing land use, a future Phase includes landscape materials stored and displayed for sale. The proposed request is intended as a nursery business that will include buildings for storage and maintenance of equipment and supplies. The retail element proposed would occur in Phase II of the project. This allows for the establishment of the main focus of the business as a nursery. The nursery use does not by itself require a Conditional Use Permit.

The County Zoning Regulations allow for **Retail Nurseries** that do not exceed a total of 3,500 SF of net retail space excluding greenhouses, storage buildings, and outdoor display areas. This property has previously been used as a nursery. A Conditional Use Permit (CUP) does not change the base, underlying zoning. The suitability of the property for agricultural use will not be altered.

Staff Finding – The property is suitable for nursery uses within the A District. The proposed request is for the maximum area of 3,500 SF of retail sales to commence in Phase II of the project. The overall space dedicated to retail sales is clearly subordinate and accessory to the intended primary activity. The proposed retail use as a Conditional Use is suitable for this property.

IV. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

This property is developed with a residence and several accessory buildings related to the previous nursery business. The A (Agricultural) District was adopted as part of the September 23, 1966 Zoning Regulations when the County adopted county zoning. The Baldwin Junction Greenhouse operated from 2002 to 2009 at this location. The property is developed with a 61 x 42' barn adjacent to the existing greenhouse buildings. The property has been vacant since 2009 according to County appraisal information.

Staff Finding – The subject property includes several buildings used for a nursery business. The County Zoning Regulations were adopted in 1966. The property has been vacant since 2009 according to County appraisal information.

V. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Applicant's Response: *"A wholesale/retail nursery operated on the subject property in the recent past. Removal of restrictions on the subject property poses no detriment to nearby property."*

Section 12-319-01.01 of the County Zoning Regulations recognize that *“certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district...when found to be in the interest of the public health, safety, morals and general welfare of the community may be permitted, except as otherwise specified in any district from which they are prohibited.”* The proposed use falls under Section 12-319-4.32 Retail Nursery of the Zoning Regulations for the Unincorporated Territory of Douglas County.

This property was previously used as a commercial greenhouse/nursery under different ownership. This use is allowed in the A (Agricultural) District, by right. The addition of the ancillary retail sales in Phase II requires approval of a Conditional Use Permit. Approval of the request will not affect the base zoning district. The County Code limits the total retail space, within a building, to not more than 3,500 square feet. This proposed retail space represents a small percentage (6%) of the total building space (57,880 SF) planned for the property by the completion of Phase III.

The use is adjacent to Highway 59 and accessed with a hard surface road between the highway and the property. The proposed retail space is intended to be located within an existing building and implemented in Phase II of the project.

Staff Finding – No detrimental impacts are anticipated by the proposed use.

VI. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS

Applicant’s Response: *“Denial of this CUP does not pose a relative gain to the public health, safety and welfare. Rather it hampers the subject property and surrounding properties with a large blighted structure. Approval of the CUP does not pose a hardship to individual landowners. It instead restores an economic activity to this location that previously prospered.”*

Evaluation of the relative gain weighs the benefits to the community-at-large vs. the benefit of the owners of the subject property.

In Staff’s opinion, denial of this request would affect the individual landowner by prohibiting the scope of services offered only with regard to the retail activity intended for this business. The property could be utilized as a commercial nursery with the associated storage, maintenance and office uses associated with the nursery not requiring a Conditional Use Permit. The retail use is an allowed use in this district subject to the approval of a Conditional Use Permit.

Staff Finding –Approval of this request does not directly harm the public health, safety and welfare. Denial of the request limits the scope of the business for this site and prevents expansion and number of employees over time.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN

Applicant’s Response: *“The subject property will continue to feature uses typical of agriculturally zoned land: plant propagation (in the form of native grasses and forbs), a commercial greenhouse, and storage structures accessory to these agricultural uses. The CUP would include the addition of a retail component to the greenhouse in Phase II. This commercial use will take advantage of existing infrastructure on site (buildings, utilizes, and pavement) and will be located within a mile of the U.S.*

Hwy 59/U.S. Hwy 56 interchange. It should be understood, however that is retail component will remain a subsidiary to the wholesale nature of the business."

This property is located outside of a designated urban growth boundary but within three miles of Baldwin City and along the Highway 59 corridor. The property is developed with a residence and various structures related to the previous nursery business. This property is located within the rural area of unincorporated Douglas County. The property is also located along the Highway 59 corridor.

Staff Finding –A Conditional Use Permit can be used to allow specific uses that are not permitted in a zoning district with the approval of a site plan. This tool allows development to occur in harmony with the surrounding area and to address specific land use concerns as the area transitions from a rural to urbanized development pattern, in this case a highway corridor.

STAFF REVIEW (Site Plan)

The site plan shows a one-acre area for plant/product storage, development of storage buildings and an addition to the existing greenhouse that are planned in phases. Approval of the request would allow the applicant to engage in retail activities. The plan shows a maximum retail area of 3,500 square feet. This maximum is set by the County Zoning Code. Approval of a CUP can be tailored to address specific issues such as intensity and operation, including time limitations and establish screening requirements. No conditions have been identified in the review process.

Parking and Access: The site plan identifies 25 parking spaces to be located along the existing greenhouses and buildings for the initial development. Additional parking is added with each Phase. The retail activity to be added in Phase II requires 18 parking spaces. Upon completion the project will have excess parking for the use.

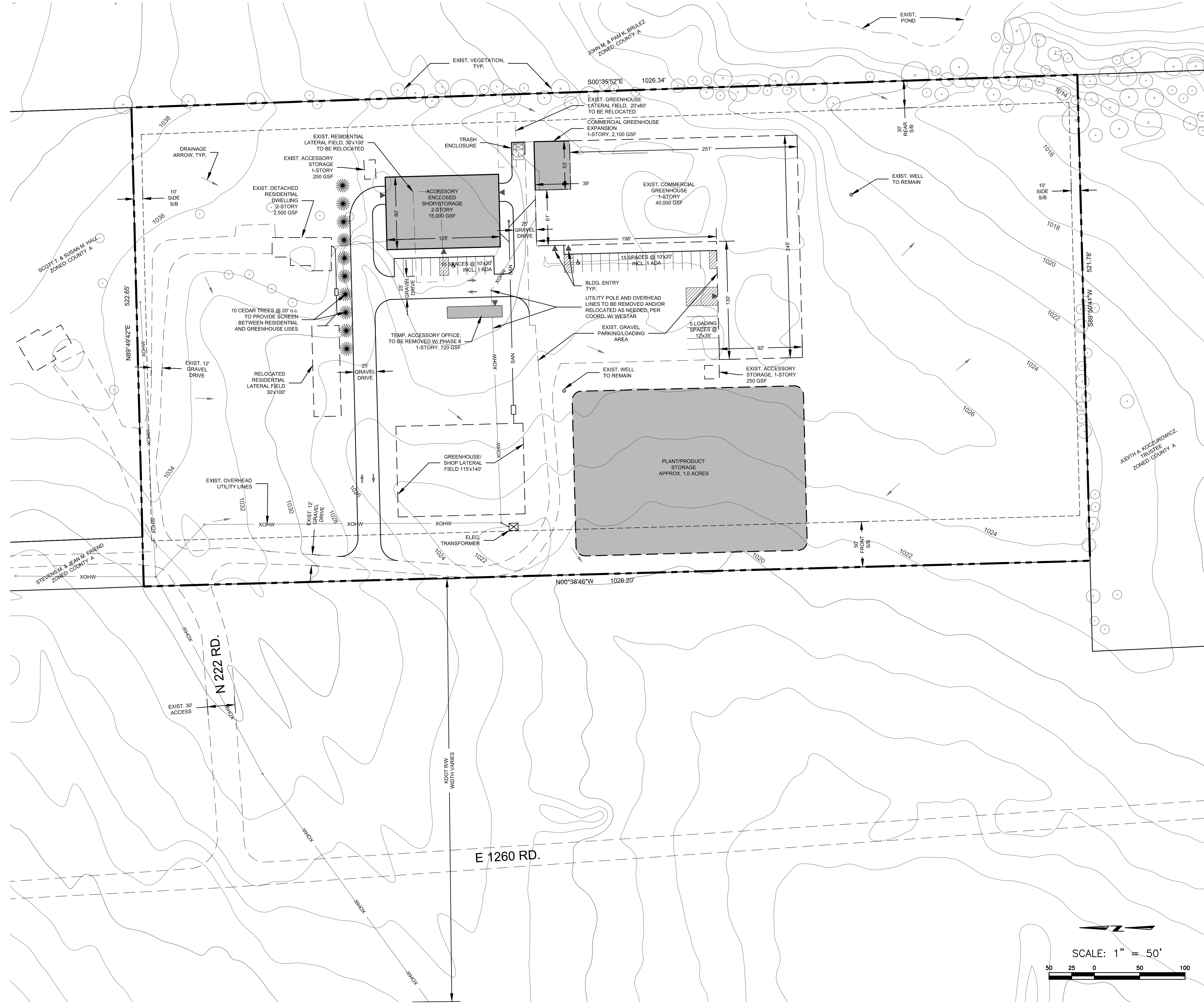
Access to the site is provided from the hard surface frontage road parallel to the Highway 59. The existing driveway will be used for the existing residence, to remain, and the nursery use. The interior drive will be expanded as each Phase is developed. The primary access to the public right-of-way is not proposed to be altered.

Landscape and Screening: The plan shows landscape along the east property line providing screening to the greenhouse. Screening is also provided between the residence and nursery operations.

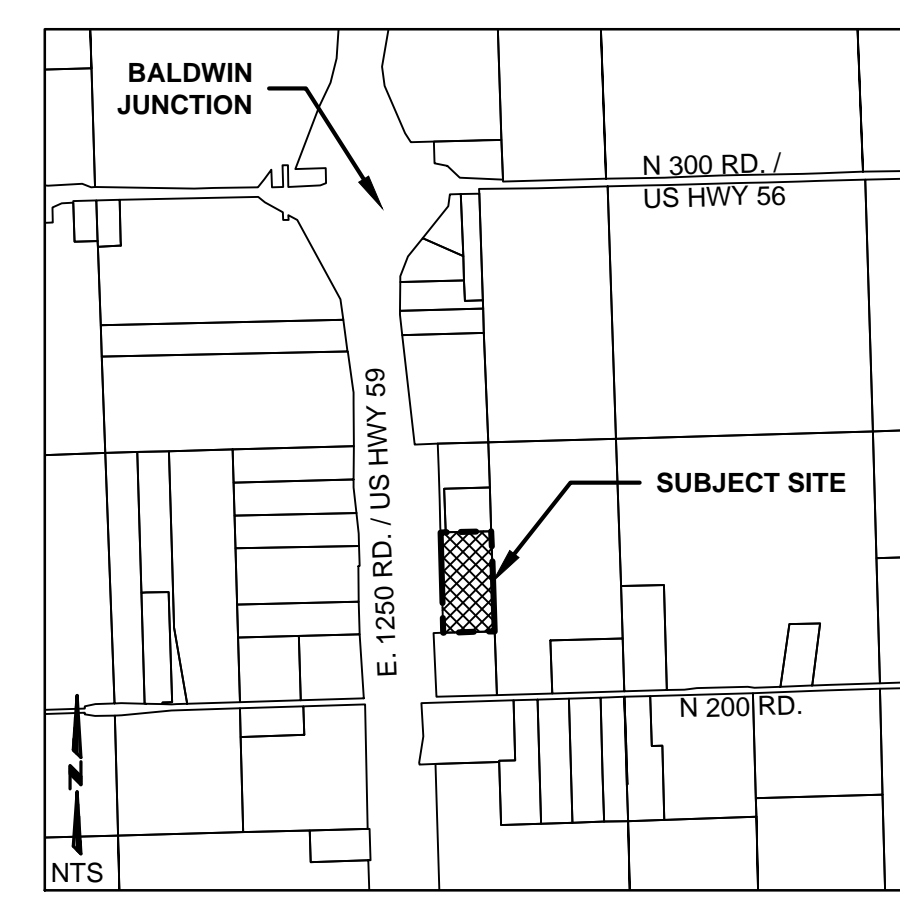
Limits and Conditions: The applicant has not proposed any specific limitations for the hours of operation. Typical business hours are assumed. Evening hours and weekend use are also reasonable possibilities for this facility. Staff does not recommend limiting business hours for this operation. The plan as proposed includes the maximum allowable retail area of 3,500 square feet. Any increase in retail sales would require a change in the base zoning.

Conclusion

This property has previously been used for nursery operations. The proposed CUP complies with the County Zoning Regulations and the land use recommendation of *Horizon 2020*.



LOCATION MAP



LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 19 EAST; VPC TO O&UWP A J H J E G W O B V A B O W F O C A U G H I B I A O O V A S U P O A K E B A U U V P LINE TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER U O O V B I A P O C O A U W P A E H E G W O B V A B O W F O C A U G H I B I A O O V A S U P O A P O EAST LINE OF SAID WEST HALF TO THE TRUE POINT OF BEGINNING; THENCE U U W P A E H E G W O B V A B O W F O C A U G H I B I A O O V A S U P O A K E B A U U V P O C O A U W P A J H E F A V O U V A B O W F O C A U G H I B I A O O V A P O C O A U W P A E H E I A V O U V A B O W F O C A U G H I B I A O O V A P O C O A U W P A J H J E G W O B V A E DISTANCE OF 522.65 FEET TO THE TRUE POINT OF BEGINNING.

GENERAL NOTES

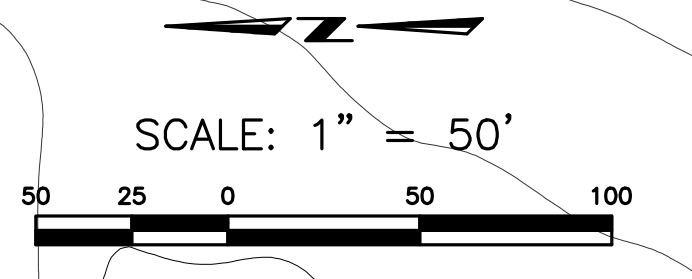
- OWNER: RONALD E. SHOUSE
1271 NORTH 222 RD.
BALDWIN CITY, KANSAS 66006
- LAND PLANNER: LANDPLAN ENGINEERING, PA
1310 WAKARUSA DRIVE
LAWRENCE, KANSAS 66049
- FOR CUP PHASING PLAN, SEE SHEET 2
- TOPOGRAPHIC INFORMATION WAS OBTAINED FROM 2006 DOUGLAS COUNTY LIDAR DATA.
- EXISTING LAND USE: AGRICULTURE, RESIDENTIAL
- PROPOSED LAND USE: AGRICULTURE, RESIDENTIAL, RETAIL NURSERY
- EXISTING ZONING: A
- PROPOSED ZONING: A
- NO PART OF THIS SITE IS LOCATED WITHIN THE FLOODPLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #200450296D, DATED AUGUST 5, 2010.
- THIS SITE IS DESIGNED TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) FOR BUILDINGS AND FACILITIES, APPENDIX A TO 28 CFR PART 36.
- ANY CONSTRUCTION OR RENOVATION WORK MUST COMPLY WITH APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF WORK.

SITE SUMMARY

EXIST. CONDITIONS	AREA (SF)	PROP. CONDITIONS	AREA (SF)
TOTAL BUILDING	43,000	TOTAL BUILDING	55,820
TOTAL PAVEMENT	48,500	TOTAL PAVEMENT	68,229
TOTAL IMPERVIOUS	91,500	TOTAL IMPERVIOUS	124,049
TOTAL PERVIOUS	463,829	TOTAL PERVIOUS	431,280
TOTAL PROPERTY	555,329	TOTAL PROPERTY	555,329

PARKING & LOADING SUMMARY

REQUIRED: COMMERCIAL GREENHOUSE
1 SPACE/2 EMPLOYEES + 4 LOADING/60,000 SF
20 EMPLOYEES/ 2 + 4 LOADING
10 SPACES + 4 LOADING
PROVIDED: 25 SPACES + 5 LOADING



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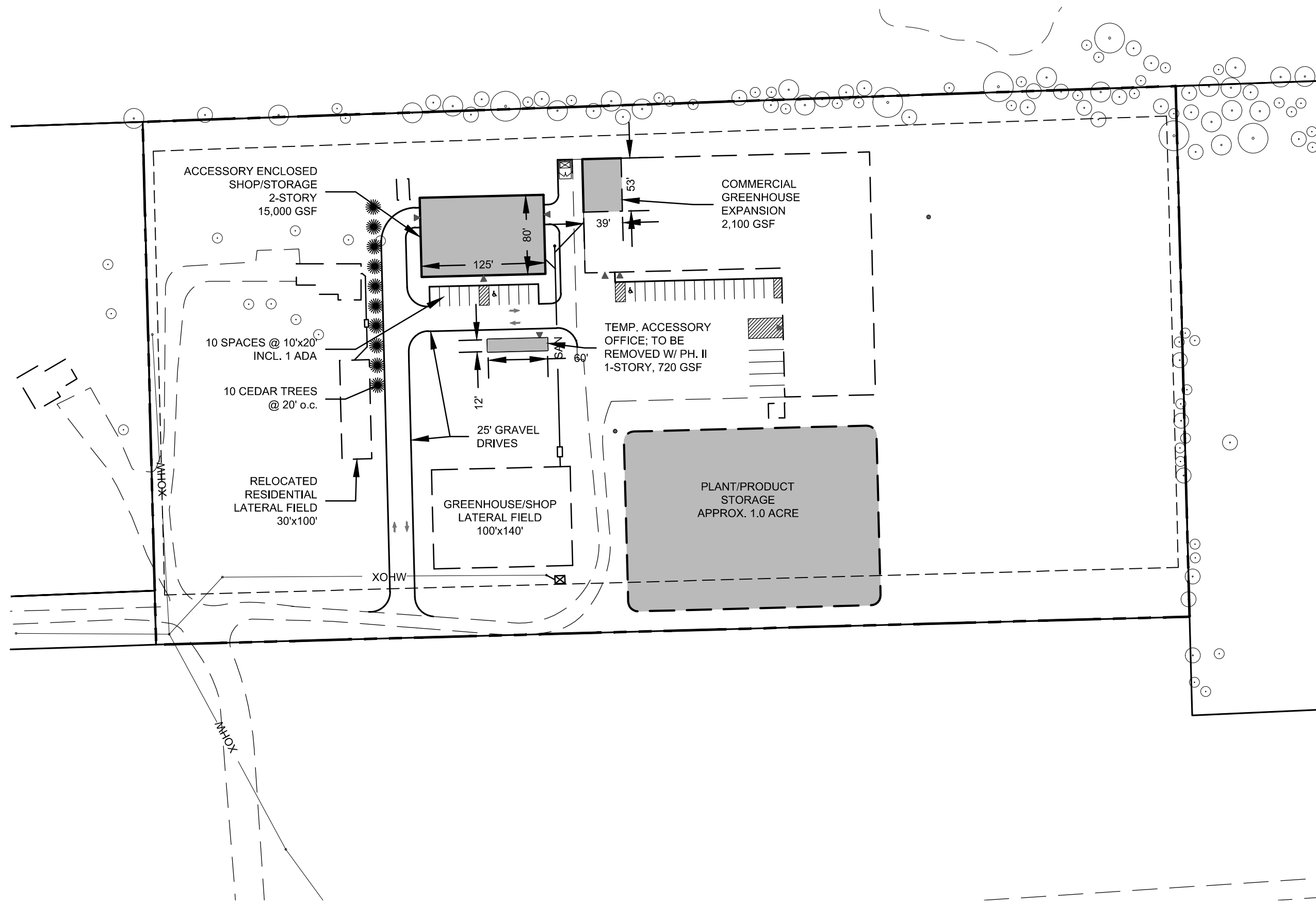
**1271 NORTH 222 ROAD
BALDWIN CITY, KANSAS 66006**

**APPLIED ECOLOGICAL SERVICES, INC.
CONDITIONAL USE PERMIT SITE PLAN**

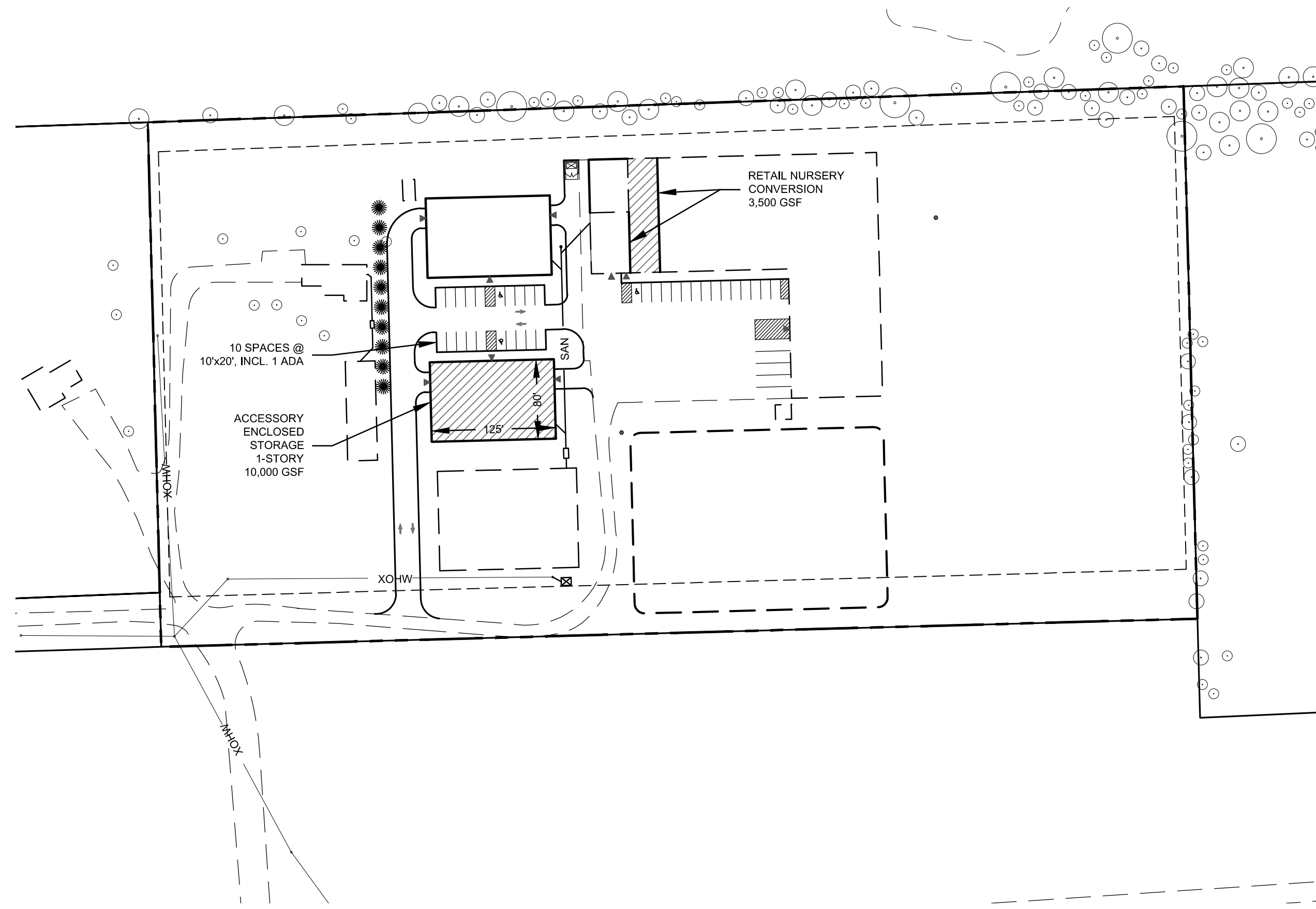
REV	DATE	DESCRIPTION
1	07/12/11	PER DEPT. COMMENTS

DATE: 05/19/11
PROJECT NO.: 20111079
DESIGNED BY: LPE
DRAWN BY: BS
CHECKED BY: CLM

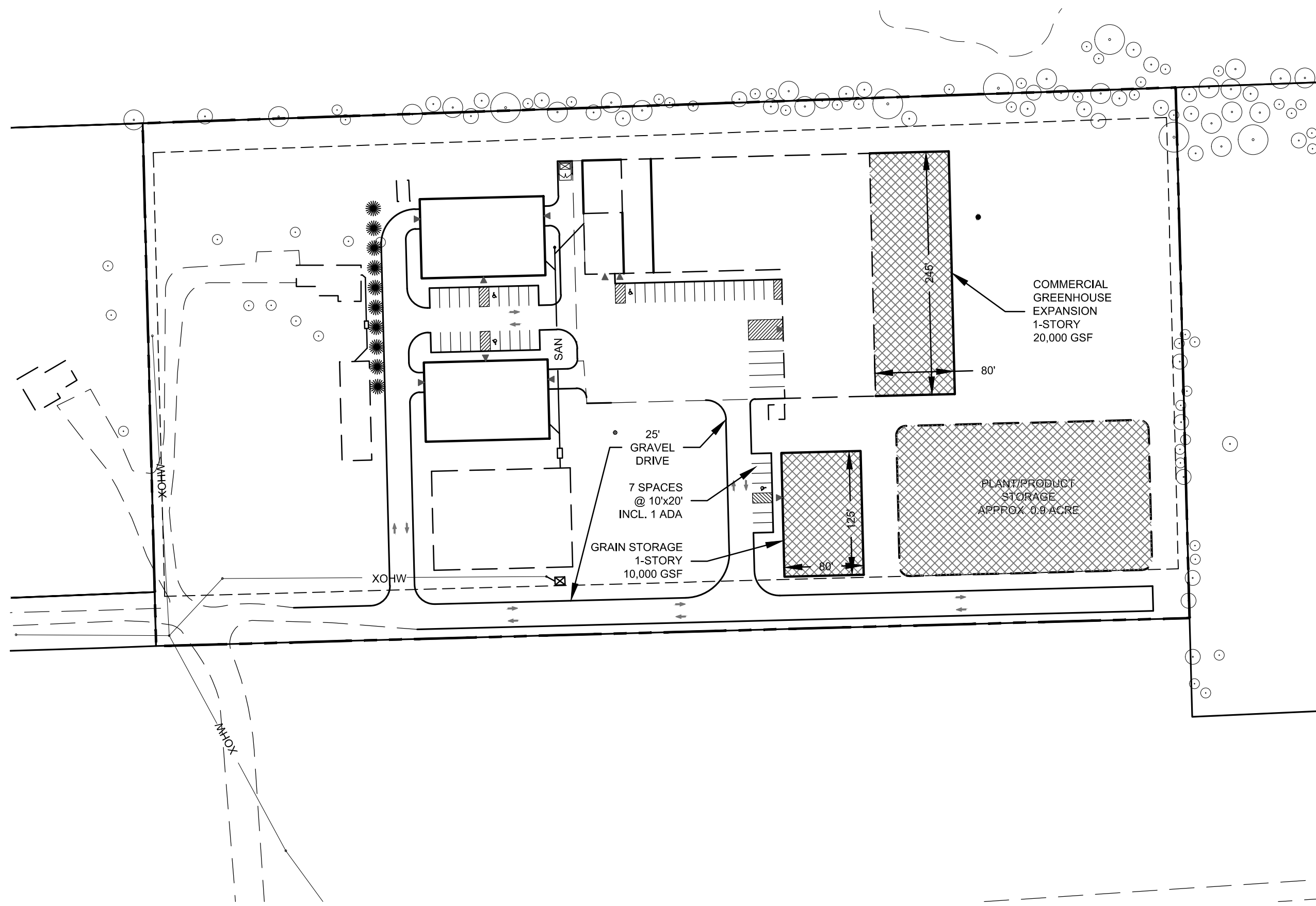
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PHASE I: 2011 - 2015



PHASE II: 2016-2020



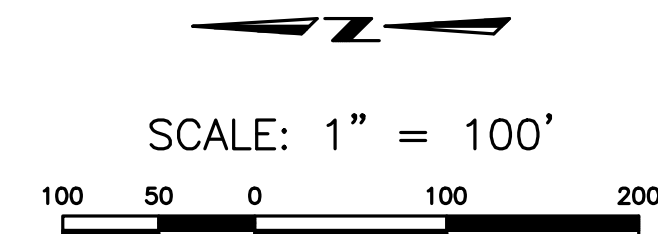
PHASE III: 2021-2025

PARKING & LOADING SUMMARY

PHASE I	
REQUIRED: COMMERCIAL GREENHOUSE	1 SPACE/ 2 EMPLOYEES + 4 LOADING/60,000 SF
	20 EMPLOYEES/ 2 + 4 LOADING
	10 SPACES + 4 LOADING
PROVIDED:	25 SPACES + 5 LOADING
PHASE II	
REQUIRED: COMMERCIAL GREENHOUSE	1 SPACE/ 2 EMPLOYEES + 4 LOADING/60,000 SF
	30 EMPLOYEES/ 2 + 4 LOADING
	15 SPACES + 4 LOADING
RETAIL NURSERY	1 SPACE / 200 GSF + 1 LOADING
	18 SPACES + 1 LOADING
	33 SPACES + 5 LOADING
PROVIDED:	35 SPACES + 5 LOADING
PHASE III	
REQUIRED: COMMERCIAL GREENHOUSE	1 SPACE/ 2 EMPLOYEES + 4 LOADING/60,000 SF
	40 EMPLOYEES/ 2 + 4 LOADING
	20 SPACES + 4 LOADING
RETAIL NURSERY	1 SPACE / 200 GSF + 1 LOADING
	18 SPACES + 1 LOADING
	38 SPACES + 5 LOADING
PROVIDED:	42 SPACES + 5 LOADING

BUILDING & USE SUMMARY

EXISTING	
RESIDENTIAL DWELLING	2,500
COMMERCIAL GREENHOUSE	40,000
ACCESSORY STORAGE	500
SUBTOTAL	43,000
PHASE I	
COMMERCIAL GREENHOUSE EXPANSION	2,100
ACCESSORY ENCLOSED SHOP/STORAGE	15,000
TEMPORARY ACCESSORY OFFICE	720*
*TO BE REMOVED WITH PHASE II	
SUBTOTAL	17,100
PHASE II	
ACCESSORY ENCLOSED STORAGE	10,000
RETAIL NURSERY CONVERSION	3,500*
*TO OCCUR WITHIN EXIST. GREENHOUSE	
SUBTOTAL	10,000
PHASE III	
COMMERCIAL GREENHOUSE EXPANSION	20,000
GRAIN STORAGE	10,000
SUBTOTAL	30,000
TOTAL	100,100



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1271 NORTH 222 ROAD
BALDWIN CITY, KANSAS 66006
APPLIED ECOLOGICAL SERVICES, INC.
CONDITIONAL USE PERMIT PHASING PLAN

REV	DATE	DESCRIPTION
1	07/12/11	PER DEPT. COMMENTS



DATE: 05/19/11
 PROJECT NO.: 20111079
 DESIGNED BY: LPE
 DRAWN BY: BS
 CHECKED BY: CLM

ISSUE SHEET NO.
2
 OF 2 SHEETS

Development By Phase																																								
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th colspan="2" style="text-align: center; padding: 5px;">Existing Development</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Residence</td> <td style="text-align: right; padding: 5px;">2,500 SF</td> </tr> <tr> <td style="padding: 5px;">Existing Commercial Greenhouse</td> <td style="text-align: right; padding: 5px;">40,000 SF</td> </tr> <tr> <td style="padding: 5px;">Existing accessory storage (two at 250 SF each)</td> <td style="text-align: right; padding: 5px;">500 SF</td> </tr> <tr> <td style="padding: 5px;">Total Buildings</td> <td style="text-align: right; padding: 5px;">43,000 SF</td> </tr> <tr> <td style="padding: 5px;"><i>Total Greenhouse Space</i></td> <td style="text-align: right; padding: 5px;"><i>40,000 SF</i></td> </tr> </tbody> </table>			Existing Development		Residence	2,500 SF	Existing Commercial Greenhouse	40,000 SF	Existing accessory storage (two at 250 SF each)	500 SF	Total Buildings	43,000 SF	<i>Total Greenhouse Space</i>	<i>40,000 SF</i>																										
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¹ Temporary Building to be removed in Phase II. Existing greenhouse space will be converted to office space in Phase II.

² Existing greenhouse space will be converted to retail space in Phase II.



APPLIED ECOLOGICAL SERVICES, INC.

Midwest/Corporate

17921 Smith Rd
Brodhead, WI 53520
(608) 897-8641

Great Lakes

120 W Main St
West Dundee, IL 60118
(847) 844-9385

Northwoods

21938 Mushtown Rd
Prior Lake, MN 55372
(952) 447-1919

Great Plains

14501 US Hwy 59
Oskaloosa, KS 66066
(785) 863-2206

Atlantic Coast

1100 E Hector St, Suite 398
Conshohocken, PA 19428
(610) 238-9088

Northeast

1899 State Road 414
Waterloo, NY 13165
(608) 214-2361

OUR MISSION

We create ecologically driven land-use solutions that are practical, economical and based on the best science and technology. We inspire and enable stewardship of land, water, soil and air.

OUR VISION

To bring the science of ecology to all land-use decisions.

CONSULTING



CONTRACTING



NURSERY



APPLIED ECOLOGICAL SERVICES, INC.

Design Based in Science

Applied Ecological Services is one of the leading ecological consulting firms in the world; we are dedicated to bringing the science of ecology to land-use decisions. AES applies science to provide **practical land-use solutions** that strike the most favorable balance between cultural needs, cost efficiencies and ecological sustainability. Our knowledge of ecological systems provides a solid foundation for creating balanced ecological designs and solutions that are sustainable, cost-effective and enduring.

More than the Sum of the Parts

Established in 1978, AES consulting and design services offer **comprehensive, coordinated expertise** in ecological science, sustainable civil engineering, landscape architecture and GIS. Consulting and design services are supported by an experienced contracting division that implements on-the-ground ecological projects, backed by one of the largest, most diverse native seed and plant nurseries in the U.S. This unique combination of in-house staff experience - bringing together ecology, engineering, design, data management, contracting and nursery science - provides innovation, accountability, flexibility, streamlined project management and most importantly, **designs that work**.

With offices in Wisconsin, Minnesota, Illinois, Pennsylvania, New York and Kansas, AES conducts projects throughout the U.S., Canada, Central and South America and occasionally in Europe and Asia. Our scientists and designers are familiar with virtually every biome in the Western Hemisphere. Our contracting and nursery employees are highly skilled, long standing team members fully capable of **executing complex projects** in challenging situations.

Reputation of Excellence & Innovation

AES has built its reputation by repeatedly finding creative solutions to complex environmental problems – for a wide variety of clients. By applying an Ecological Systems Approach™ with integrated teams made up of our talented staff as well as experts outside the company, AES is able to contribute **creative environmental solutions** that achieve or exceed client, stakeholder and regulatory objectives.

For example, AES is working with an outstanding planning firm on the Don River Redevelopment in Toronto, Ontario. Our scientists and designers played a key role in the design competition by informing the team of natural stream channel and estuary processes, ecologically based landscape architecture, stormwater quality and created wetlands. These features proved to be a critical part of the winning solution and became the central design elements of the project. The project has been awarded The Clinton Foundation Sustainability Award. With leadership that fosters a **culture of excellence**, AES and its customers are often recognized with much-appreciated awards and accolades.

Furthering Leopold's Land Ethic

Our professional and ethical credibility with agencies, customers and the public is based on our firmly held belief that we have a moral obligation to **protect and restore ecological health**. We believe, as penned by Aldo Leopold, *"A thing is right when it tends to preserve the integrity, stability and beauty of the biotic community. It is wrong when it tends otherwise."*



THE AES STORY

In the late 70s, the ruined landscape of the depleted iron mine in Jackson County, Wisconsin, was a mess. On piles of waste rock and tailings, Steven Apfelbaum joined with a colleague scientist in an unprecedented ecological experiment to restore the land with native plant species.

It was a risky prospect, using unproven technologies. In this test of native species vs. invasive non-natives, the idea was to create meaningful wildlife habitat rather than simply revegetate with harmful exotics.

The frustration was that native species seed was simply not available. Nor were there landscape contractors who understood the specialized installation techniques required of restoration work.

The experiment worked. And, thus was born the idea of Applied Ecological Services – a full-service ecological restoration company that could design and construct, healthy ecological systems in desperate need of restoration ... and that could propagate the seed and grow native plants.

The recipe for success was a combination of ecological knowledge (an emerging science at the time), restoration implementation techniques (adapted from farming) and a native plant nursery (collected from local genetics).

It was also a combination of pure science and entrepreneurial perseverance.

Apfelbaum started the nursery by wild-collecting native seed that he planted in a few small beds at his southern Wisconsin home. The Contracting Division grew with help from extraordinary farmer/ecologists Fred Faessler and John Ochsner

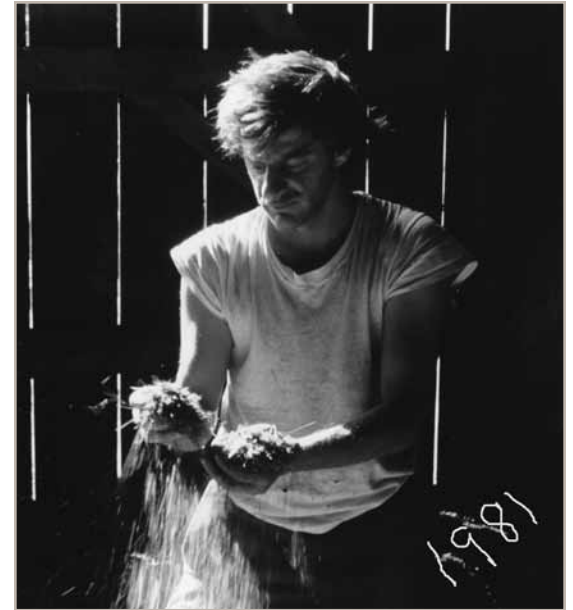
who devised equipment and techniques that are now standard in this "industry." And AES Consulting Services have evolved into a truly multi-disciplinary team of ecologically focused professionals.

Today, AES is known as a world leader in ecological science and consulting. AES has designed and installed thousands of acres of the most successful ecological restorations in the U.S. and lessons learned have been disseminated throughout the country.

The native species nursery that Apfelbaum first planted?

Known today as Taylor Creek Restoration Nurseries, or simply AES Restoration Nurseries (with expanded locations in Minnesota, Kansas and New York to propagate local genetics) it's now one of the largest, most diverse native plant nursery in the country.

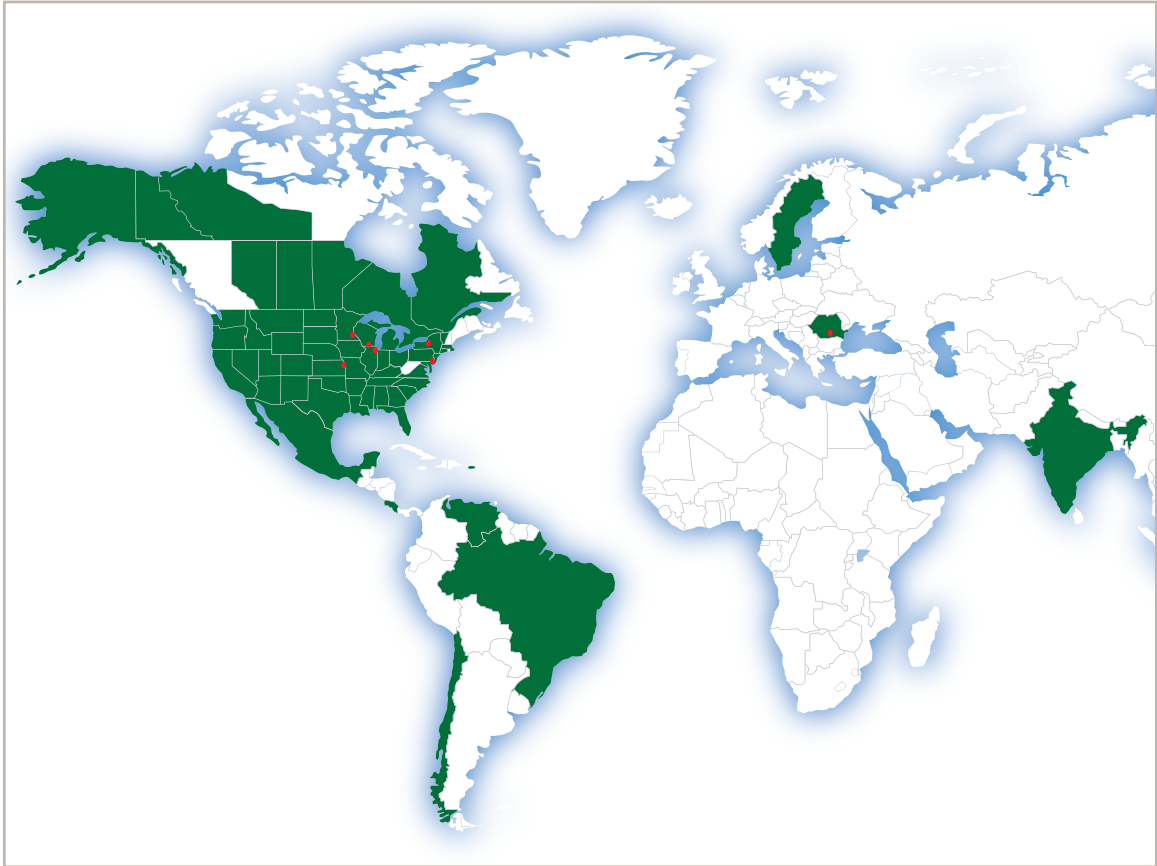
Well, the AES story, like ecology itself, is dynamic, diverse and multi-faceted. And it goes on ...



Founder, Steve Apfelbaum, inspecting seed in the early days.

GEOGRAPHIC SCOPE

From our six offices in the United States and one in Eastern Europe, we have led and/or worked on projects in 42 states and the District of Columbia, plus six Canadian Provinces, eight foreign countries, one US commonwealth and one US territory.



- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- District of Columbia
- Florida
- Georgia
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Massachusetts
- Maryland
- Michigan
- Minnesota
- Mississippi
- Missouri
- Nebraska
- Nevada
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- Wisconsin
- Wyoming
- Alberta
- The Northwest Territories
- Ontario
- Quebec
- The Yukon
- Chile
- Costa Rica
- Guam
- India
- Mexico
- Midway Atoll
- Puerto Rico
- Romania
- Sweden
- Venezuela

RESTORATION NURSERY SERVICES

Why do we call ourselves “restoration” nurseries? Simply put, it’s a tip of the hat to a respected couple in our world: Mother Nature and Father Time. Prior to European settlement, our land was covered in prairie, savanna, woodland and wetland. Today, when we plant prairie, for instance, we plant it where it was prairie long ago. So, in truth, we are restoring it.

Culture of Excellence

We produce the highest quality *native, local-genotype* seed, plants and trees available. Our seed is collected within a 150-mile radius of each of our nurseries. We track seed origins diligently and carry more than one genotype. Most of our seed is nursery-grown in beds started from seeds collected ethically on native remnants. We still do some wild seed collection to preserve and promote diversity, by contract with landowners, but our policy is to collect no more than 1/3 of the seed present.

Taylor Creek Restoration Nurseries

Located in southern Wisconsin, Taylor Creek Restoration Nurseries is AES’ flagship nursery. With *three decades* of experience growing, harvesting and preparing seed, plants, shrubs and trees, Taylor Creek is the information and experiential resource for all our nurseries. Our staff has advanced degrees in horticulture, conservation, land-use planning and reclamation. Just as important as the diplomas, our people are passionate about promoting the use of native species. Taylor Creek supplies the southern Wisconsin/northern Illinois area and carries four distinct genotypes: Chicago Area Native Heritage™, Driftless Area Native Heritage™, Military Ridge Native Heritage™, and Sugar River Native Heritage™.

Spring Lake Restoration Nurseries

Our dedication to the philosophy of local genotypes is one of the reasons we opened Spring Lake Restoration Nursery in Prior Lake, Minnesota. We gathered stock of the species we needed and used our expertise in genetics and propagation to grow what was needed for native plant enthusiasts and projects in Minnesota, northern Wisconsin and parts of Iowa.

Kaw River Restoration Nurseries

Kaw River Restoration Nursery in Lawrence, KS, was also established to supply a project with the proper local species and genotypes. Kaw River is our newest nursery and it supplies hardy native seed, plants, shrubs and trees that are local Native Heritage genotypes of the greater Kansas/Missouri area.

Local/Regional Nursery Construction

Clients often need large volumes of local-genotype natives in areas not served by an ethical native nursery. In these cases, AES will build nurseries for large-scale production at reasonable cost. We’ve built nurseries for large-scale projects with The Nature Conservancy (TNC) and the Natural Land Institute. In the Military Ridge region of west-central Wisconsin, we built a native nursery for several partners including the Wisconsin DNR, TNC, the Prairie Enthusiasts, the Conservation League and the Wisconsin State Historical Society.

Most recently, we established a service nursery in upstate New York where we collected and processed over 1,000 lbs. of seed for the 1,200-acre Seneca Meadows restoration project. We hand-collect local-genotype seed to grow plants locally, or at our corporate nursery, as best fits the client’s needs.



NURSERY PROCUREMENT SERVICES

Restoring ecological health to the land can best be achieved through the proper use of high quality and genetically appropriate native plant and seed materials. Unfortunately, finding these materials can be very challenging and frustrating to those who wish to undertake restoration projects. Often, the materials cannot be found when they are needed and if they are, their provenance may be uncertain or their quality inconsistent. Complete orders are rarely available so customers must go to multiple sources. Designers and implementers are understandably hesitant to attempt to find species that are not readily available. This leads to uniformity of species selection when diversity is critical. In fact, we find that most designers stick to 20 or 30 species that they believe can be found commercially and even then they are often disappointed. In a typical healthy temperate ecosystem, hundreds of species may be found on a given acre of land. Therefore, restorations that use a limited number of the same species over and over again hardly justify the term “restoration” at all.

What We Do

AES and our Restoration Nurseries (RNs) are uniquely positioned to provide customers with a complete package of native plant and seed materials procurement services at a reasonable price. Along the way, we can help make any ecological restoration project reach its full potential for our customers.

- Most nurseries work under a traditional “product” business model. We primarily operate under a “project” business model. We are organized around the projects that our customers wish to execute rather than the products that we hope they will buy.
- Because our RNs are part of a larger company we have more resources and more flexibility to provide staffing and equipment solutions.
- We have the expertise both within our staff and through our many partnerships to find local sources of genetically diverse native seed for propagation and direct seeding.
- Because we have built a number of project-specific nursery operations for our clients, we know the right questions to ask to ensure that such an operation fits the needs of the client.
- Because we build restoration projects as well, we have much flexibility in staffing material procurement efforts using our talented employees.
- We are a science based organization not simply a manufacturer of seed and plants. We take our science very seriously and have worked hard to earn our reputation for integrity. We can bring scientific expertise to bear as necessary to fulfill our client’s needs.



NURSERY PROCUREMENT SERVICES

Our Clients

There are three primary ways in which we can work with clients outside the traditional model of design-permit-bid-award-buy process.

1. **Custom growing** – our nurseries grow materials using our facilities and sell those materials to our clients on a project by project basis.
2. **Pre-emptive procurement** – we assist clients in the design of their projects to ensure that the materials selected are appropriate and available. We then lock up those materials prior to the selection of an installation contractor. This helps ensure that the materials the designer selected in the design and permitting process will be available when construction starts.
3. **Program Nursery** – we establish a nursery at or near a long term project site (ie. a “program” of annual projects that are expected to go on for many years). This is a truly customized process that may include site design, greenhouse design and construction, general contracting services for constructing facilities, and cropping design for native seed harvest and storage.

The Difference

We are not aware of any other company with these capabilities and corresponding experience. There are many nurseries, and many of them produce very good native plant and seed materials for sale. Occasionally, they do so at a lower price, but not often. We maintain valuable relationships with many of them. The purpose of our business is different however. Our Restoration Nurseries support the ecological restoration projects that our clients demand. Our goal is not to “sell plants and seed” but to find the best way to serve those clients and satisfy them with quality native plant and seed materials in the process.



NURSERY BUILD PROJECTS

PROGRAM NURSERIES

Kankakee Sands Restoration (1997)

Client: The Nature Conservancy

Scope: 200 acre seed nursery built to restore 7300 acres

Nygren Nature Preserve (1999)

Client: The Natural Land Institute

Scope: Seed nursery built for on-going preserve restoration

Inspiration Conservation Subdivision (2000)

Client: CPDC

Scope: Seed and Plant Nursery for conservation development needs

Military Ridge Restoration Nursery (2003)

Client: Military Ridge Prairie Heritage Association

Scope: 10 acre seed nursery built for the restoration of thousands of acres of savanna habitat

Albany Pinebush Landfill (2010)

Client: City of Albany

Scope: Plant and seed nursery for Albany Pinebush Restoration

PREEMPTIVE PROCUREMENT & CONTRACT GROWING

Seneca Meadows Landfill (2008)

Client: Seneca Meadow Landfill

Scope: 150,000 local eco-type plants, 1000 lbs of custom collected seed

Tinley Creek – Bartel Parcel (2009 - 2010)

Client: OpenLands

Scope: 200,000 potted local eco-type plants, 2500 lbs of local ecotype seed

Deer Grove Restoration (2010- Current)

Client: OpenLands

Scope: Custom collection of an estimated 6000 lbs of local eco-type seed and production of 120,000 conservative local-ecotype plants



Kankakee Sands Restoration



Plant Propagation



Seneca Meadows Landfill Restoration

OUR PEOPLE

Corrine Daniels, BS *Vice President, Restoration Nurseries*

Corrine provides professional management for the most diverse, multi-state, native seed and plant nursery operation in the Midwest. During over a decade of experience at AES, she grew the nursery from a local \$400,000 per year operation to a \$2.1 million dollar per year multi-state division while expanding the operation from 70 acres to over 400 acres in three states. Daniels' skill set combines strong horticulture and field experience with proven business management abilities and an extensive background in all aspects of leadership and personnel management. Her ability to control costs while increasing product quality has contributed greatly to the nurseries' success.

As part of the AES key management team, Daniels is instrumental in strategic planning. During pivotal growth years, she served on the strategic planning team and the board of directors. She chaired the communications and operating procedures committee, and founded the firm's newsletter and employee recognition program. Her service to the nursery industry includes advising on the Wisconsin Seed Labeling Law Revision Committee, and serving as Chairperson of the Wisconsin Crop Improvement Association Native Species Committee Advisory Board.

Daniels has complete P&L responsibility as well as strong sales and marketing experience. She works closely with partners in both the private and public sectors, including non-profit agencies. Her proudest achievements include producing the highest quality line of native plants in the Midwest handling nearly 500 species and developing a very deep and dedicated team of employees. By working her way up from an AES field hand to Director, Corrine offers exceptional background and insight for nursery business operations management.

Shannon Flaherty, M.A. *Assistant Nursery Manager/Safety Coordinator*

A ten year employee of AES and its affiliated nurseries, Shannon has plenty of experience with native plants and seed and their environmental restoration potential. Shannon's current role at AES involves coordinating large projects and all aspects of native seed collection for the Wisconsin office. This includes training and supervising seed cleaning and collection, pulling plants and seed, ordering material, and shipping the product to clients. She also directs the nursery staff and keeps a keen eye on the maintenance of the production beds at the Wisconsin nursery grounds. Shannon is also the Safety Coordinator for Taylor Creek Restoration Nurseries, where she oversees the safety functions of the nursery, conducts monthly inspections, and organizes employee training.

During her decade plus of experience at AES, Shannon's skill set has stretched to include safety management, seed collection and propagation and project management. Her background in psychology and counseling has also made her successful in customer service, strategic planning and leadership roles. Her proudest achievements include collecting and finding hard-to-find species for the nursery and training nearly 70% of the company in first aid and CPR. By working her way up from an AES field hand to the Assistant Manager of Taylor Creek, Shannon offers exceptional background and insight for seed collections management.



OUR PEOPLE

Tara Hering, M.S. ***Plant Production Manager***

Tara has over fifteen years of experience in the horticultural industry, with an extensive background in all phases of greenhouse management relating to native perennial plant production and care. As Plant Production Manager for Taylor Creek Restoration Nurseries, a division of Applied Ecological Services, she has the overall responsibility for all aspects of greenhouse plant production, including planning, scheduling, and improvements to greenhouse equipment and systems, as well as all phases of seed propagation and integrated pest management. Tara handles all budgeting and projections for plant-production labor and supplies. She also supervises and coordinates the activities of workers engaged in native-plant propagation and plant-plug production, while also growing, caring for, and maintaining containerized plant stock from propagation until shipping.

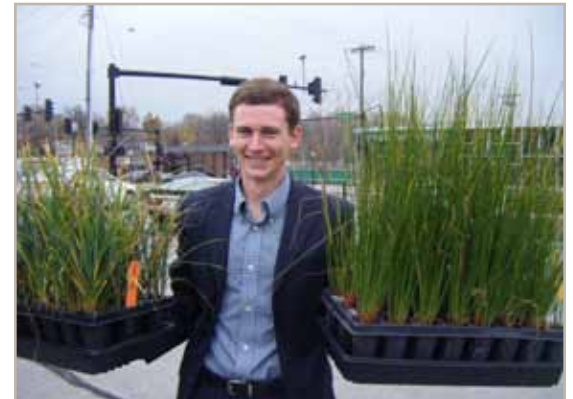
Tara has conducted research examining the effects of mycorrhizal inoculant and fertilizers on field survivorship and seed yield of *Parthenium integrifolium*, and on the effects of nematodes on soybean yields. Her experience prior to joining AES—as a university researcher, as a Breeder Technician for Pan American Seed Company, and as Seed Supervisor and Propagation Assistant for a smaller private nursery—gives her an exceptional background for successful implementation of all phases of greenhouse operations.



Elliott Duemler, B.A. ***Nursery Manger, Kaw River Restoration Nursery***

Elliott provides native plant industry leadership in the greater Kansas City Area as the Nursery Manager for Kaw River Restoration Nursery (KRRN) located near, Kansas City, Kansas. His responsibilities in this position include public education, propagation and care of native plants, custom seed collection and general operations oversight of the nursery. In addition, Elliott has been instrumental in the set-up and organization of our nursery-build project for the City of Albany, NY and the Albany Pine Bush Nature Preserve dedicated to the restoration of the endangered Pine Bush Ecosystem

Elliott received his degree from University of Wisconsin, Stevens Point, where he studied biology – majoring in General Resource Management. He has previous experience working as a Prairie Restoration Intern for the Missouri Botanical Gardens. He also has experience working as a wildlife surveyor in Colorado.



OUR PEOPLE

Nathan Gingerich , B.A.

Nursery Sites Steward/Offsite Seed Collector

Nathan fills a critical role in our nursery team. His specialty is scouting for, and collecting foundation seed from remnant plant populations. In service to our commitment to the protection of existing remnants and healthy ecosystems, he manages our collection sites to control weeds and maintain appropriate ecological conditions. Additionally, Nathan is charged with developing an invertebrate production program at Taylor Creek Restoration Nurseries.

For the previous six years, Nathan led AES contracting crews out of Brodhead, Wisconsin. In this role he monitored, managed, and constructed formal native landscapes and restorations of wetlands, prairies and woodlands in Iowa, Illinois, Minnesota, and Wisconsin. He has extensive experience reading and translating site plans, and installing native seed, plugs, potted plants, burlap-balled trees and erosion control fabrics. Gingerich is also experienced with invasive species removal techniques, including leading prescribed burns, and is an experienced equipment operator, familiar with various diesel trucks, trailers, ATVs, tractors, skid loaders, various implements, brush saws, chainsaws and herbicide application equipment. Prior to AES, Nathan served as a backpacking guide in a special program for adjudicated teenagers in Colorado. During college, he worked for three summers in archaeological surveys for the Kaibab National Forest in Arizona where he also was enlisted in wildfire containment activities.



Fred Faessler

Seed Production Manager

With over 25 years of experience in the field, Fred is a veteran of the ecological restoration industry. He was involved in the beginning stages of AES and its Restoration Nurseries. Fred was a founding member of the Prairie Enthusiasts and continues in an active role providing leadership as a burn boss. For several years, Fred owned and operated his own native seed nursery dedicated to the restoration of areas adjacent to Lake Michigan. Fred served as the Seed Production Manager at AES from 1986 until 1997 and after a nine-year hiatus he returned in 2006. Currently, Fred manages farm operations for TCRN. He is responsible for nearly 400 acres of production beds, and seed handling from harvest through finished product. Among Fred's skill set are creative problem solving and a bit of industrial technology know-how. He is known for his customized design of specialized equipment for harvesting and handling native plant species.



OUR PEOPLE

Steven I. Apfelbaum, MS *Senior and Principal Ecologist, Chairman*

Steven has conducted ecological research, designed award-winning projects, successfully navigated regulatory programs, and contributed his unique creative scientific expertise and enthusiasm to over 1,500 projects throughout North America and beyond. He is one of the leading ecological consultants in the U.S., providing technical restoration advice and win-win solutions where ecological and land development conflicts arise. Apfelbaum has authored hundreds of technical studies, peer-reviewed technical papers, books, reports, ecological restoration plans, and regulatory monitoring and compliance reports. He promotes using ecological and conservation design principles in developments, industrial projects and parks that help clients save money while increasing ecological functionality, improving public perception and generating award-winning outcomes. Apfelbaum is also a much sought after speaker at educational events focusing on ecological restoration, ecosystem assessment, alternative stormwater management and conservation development.



Carl V. Korfmacher, MLA *President*

Mr. Korfmacher has been involved in the ecological restoration field for over fifteen years. He has had a leadership role at AES from the beginning of his tenure in 1995 and has participated in many of the company's most complicated and successful projects. In his current role as President, he has authority over the company's financial, technical, and administrative functions.

As a landscape architect, his interest lies in the development of sustainability principals that integrate the science of ecology with economic and social concerns. He has also played a key role in building AES's international business, particularly in Chile and Romania.

Mr. Korfmacher has intimate knowledge of all types of work that AES performs including research, design, construction, maintenance, and nursery operations. His efforts have led AES to enter new markets with new ideas, partnerships, and approaches developed through a team approach within the company.



CONTRACTING SERVICES

The award-winning Contracting Division of AES has been implementing and managing native ecosystems for almost 30 years. We perform only *ecological* contracting and restoration. We pride ourselves on having the determination, passion and creativity that guarantees successful projects at any scale.

Dedication to Our Craft

Our work may resemble landscaping on the surface, but when you dig deeper, you find that restoring health to the land requires an entirely different set of skills. "Ecological Restoration" is a general term that encompasses many different techniques and approaches aimed at restoring ecological health to the land. Often, these techniques and approaches have to be customized and adapted to individual circumstances. We have learned these facts over many years and many, many projects, with careful research and sharing ideas with others in our field. This is what we do.

Highly Regarded Reputation

We take our contracting business very seriously. We have earned our reputation for quality work by innovating and perfecting our techniques and organizational methods. But the key to consistently high-quality construction lies in the people who are doing the work. We hire people who have a great work ethic and a great attitude. They often have advanced degrees, and they share a passion for working with the land rather than behind a desk.

We train our staff in many facets of more traditional trades and follow professional safety, training, and legal protocols. We give them the support they need in quality equipment and

management support. We supply them with high-quality materials with genetic integrity from our own nursery. We bring in expert advice from our Consulting and Nursery operations when appropriate, then we get out of the way and let our people work. The resulting outcome is often spectacular.

Dedication to Quality Outcomes

What sets us apart is our dedication to results. It is not enough for our crews to build in accordance with the specifications. We go the proverbial extra mile. We ask for – and even urge – collaboration with the project designers, since our intimate knowledge of our craft can often result in better projects, and we continue to work on those projects until ecological goals have been met. Our Consulting and Nursery staff are often brought into Contracting projects to provide expert advice and to ensure that the outcomes meet or exceed expectations.



ECOLOGICAL MANAGEMENT SERVICES

AES has helped restore, preserve and manage thousands of acres of natural areas throughout the Midwest and beyond – promoting native species health and diversity. Our wide range of ecological-management services includes invasive-species removal, mowing, brushing, herbicide application and prescribed burning. Four regional AES offices in Southern Wisconsin, Northern Illinois, Minnesota Twin Cities region and the Kansas City region serve clients nationwide. AES provides the following management services:

Prescribed Burning

Fire is integral to the long-term health of native wetland, prairie, woodland and savanna ecosystems. Fires helped maintain these ecosystems for thousands of years, and AES is equipped to safely use fire as a management tool. AES burn crews are professionally trained, insured and outfitted with specialized burn equipment. We also provide all permitting and notification services needed to meet local requirements.

Brushing

Invasive exotic woody species in woodlands and savannas cause shade suppression of native perennial grasses, sedges and wildflowers, reducing diversity and increasing soil erosion. Brushing services provided by AES help to restore these ecosystems by removing exotic or aggressive species.

Herbicide Application

Many plant species are invasive and aggressive in a natural environment, and herbicide treatments are necessary for their control. AES crews are trained in plant identification and proper application of chemicals to ensure successful vegetative management.

Mowing

Mowing is typically used in conjunction with new prairie plantings; it helps control annual weeds and woody growth, favoring native plants during initial grow-in. Also, occasional mowing is beneficial where prescribed burning is not allowed.

Long-term management is critical to the success of all ecological restoration projects. Specialists in fire ecology and other exotic species management techniques conduct management services to ensure successful establishment of all plantings. Based on input from monitoring, these specialists will apply prescribed herbicides, conduct prescribed burns, and physically remove and treat stumps of woody invasive plants. All AES maintenance crews are equipped with specialized equipment, advanced training and extensive experience in burn planning, fire control, equipment safety and herbicide application.



LIST OF SERVICES

AES Contracting

Construction – Management – Maintenance

- Restoration and Phytoremediation Planting
- Shoreline, Streambank and Slope Stabilization
- Native Landscape Installation
- Prescribed Burning
- Prescribed Herbicide Application
- Value engineering
- Selective mowing
- Invasive brush removal
- Biological Control
- Comprehensive Design-Build Services
- Construction Management
- Experts in the implementation of:
 - Conservation Developments
 - Native Ecosystems
 - Alternative Stormwater Management Systems
 - Streambank & Lakeshore Stabilizations
 - Bioengineering Projects
 - Wetland Restoration
 - Revegetation
 - Erosion Control



SIGNATURE PROJECTS

Flambeau Copper Mine Reclamation

AES designed and constructed this 180-acre reclamation of the Flambeau Mining Company copper mine in Ladysmith, WI. The restoration of 10 different plant communities established new diverse wildlife habitat and protected the adjacent Flambeau River, a pristine northern Wisconsin recreational stream. The restored open-pit mine is now laced with hiking trails enjoyed by the local community which received a beautiful new parkland. And parent company Kennecott Minerals appreciated substantial savings because the restoration allowed mine closure permits to be obtained two years ahead of schedule.

Prairie Crossing Conservation Development

Featured in the New York Times, Wall Street Journal, National Geographic and elsewhere, Prairie Crossing in Grayslake, IL, is a nationally-acclaimed model of conservation development. AES designed, installed and, since the mid-90s, has maintained over 165 acres of prairie and 20 acres of wetlands in demonstrating the water-quality benefits of our Stormwater Treatment Train™. At the center of the neighborhood, swimmers, fishermen and four state-listed non-game fish species enjoy the clear, clean water of Lake Leopold which serves as the development's "detention pond".

Otter Creek Wetland Mitigation Bank

Otter Creek, the first privately owned and constructed wetland mitigation bank in the U.S., was the first of more than a dozen wetland banks AES has designed, planted, maintained and monitored since the early '90s. Now owned by the St. Charles, IL, Park District, the 56-acre created wetland is buffered by mesic prairie and riparian ecological systems that comprise a landscape used for public recreation and environmental education. The project demonstrated the effectiveness of large-scale, ecologically-managed created wetland as mitigation for development impacts that would otherwise have been mitigated by smaller, less diverse and unmanaged wetland parcels offering virtually no biodiversity benefits.

Empire Wetland

AES was retained to design, permit, and construct a large wetland/prairie complex at the Empire Wastewater Treatment Plant site, a 400-acre property on the Vermillion River near Farmington, Minnesota. The Plant's location has ecological significance in part because it borders the intersection of two wildlife corridors: one along the Vermillion and one that extends northeast toward the Mississippi River. AES's final design consisted of subtle berms and basins designed to restore hydrology and wetland character to much of the site. The AES Contracting Division was responsible for the implementation of this large-scale native seeding initiative that incorporated the use of local cooperatives and subcontractors. The AES Contracting Division was also responsible for all ecological management activities from 2004 to 2007. Such activities included prescribed fire, selective herbicide management, woody species removal and mechanical removal of non-native species.



Flambeau Copper Mine after, 2005, Ladysmith , WI



Flambeau Copper Mine before, 1996, Ladysmith , WI

SIGNATURE PROJECTS

Zona Rosa Mixed-Use Development

AES was asked to assist in the design and installation of restoring the native ecosystems of the stream and riparian corridor on the 200-acre property of this proposed mixed-use development in Kansas City, Missouri. Following analysis of over 1,950 linear feet of Rush Creek, a degraded stream within the property, AES designed restoration and bioengineering strategies for four different zones requiring various treatments. Stream treatments on-site include: native riparian buffer plantings, restoration of upland prairie, savanna and forest buffers, created in-stream pools and riffles, and a variety of bank stabilization strategies using bioengineering techniques. These include brush layering, installation of live stakes and willow posts, and toe protection using biologs. Design strategies were based on extensive hydrologic modeling and environmental engineering. Five-year maintenance and monitoring programs were developed to document water quality, vegetation success and management, erosion control and stability of the stream system. In addition, natural area restorations were designed, along with parking lot BMPs to reduce runoff.

Colorado Wetland Mitigation Bank

AES provided design, permit assistance, installation and maintenance for this 80-acre prairie and wetland mitigation bank serving the Boulder, Colorado area. Historic wetlands were restored to their original status for the wetland bank, which has improved water quality and created habitats for several hundred native plant and wildlife species. The design included detailed studies of soils, topography, hydrology and other elements of the site. Planting, management, and technical monitoring of the site was conducted by AES staff for a period of 5 years, and the data has demonstrated that the site is functioning better than the anticipated performance standards established in the permit for the wetland banking project. The site is a low-maintenance native landscape that will ultimately become part of the Boulder-area open space system. The bank is 100% approved for mitigation credit sales. Monitoring requirements have been reduced due to exceptional project performance.

Alfred Caldwell Lily Pool

Set within Lincoln Park, Chicago, the Alfred Caldwell Lily Pool was intended as a sanctuary from the city. An assistant to Jens Jensen, Alfred Caldwell created his 1937 design with the inspiration of the prairie landscape of the American Midwest, and included many wetland and savanna species characteristic of the region. Over the years, high use and minimal maintenance eventually led to extensive degradation and erosion of the site. Invasive tree species, such as buckthorn, mulberry and box elder had become abundant, causing shade suppression that prevented ground-level plant growth. This project was designed to allow the re-growth of the understory, which is critical for erosion control and wildlife habitat. AES reintroduced more than 21,000 wetland and savanna plants such as sweet flag, pickerelweed and woodland phlox. Over 1,000 linear feet of protective fencing was installed around the pond shoreline to discourage herbivory and ensure wetland plant establishment. The plan also included stocking the pool with fish to provide food for wading birds. The restored Lily Pool is now what Alfred Caldwell intended it to be: a refuge from the city for people and animals alike. In 2003, AES received awards from both the Illinois Chapter of the American Society of Landscape Architects and the Illinois Landscape Contractors Association for the Alfred Caldwell Lily Pool Project.



Colorado Wetland Mitigation Bank, Boulder, CO



Alfred Caldwell Lily Pool, Chicago, IL

OUR PEOPLE

Jason Dremsa, B.S.

Construction Manager, Restoration Ecologist

- B.S. in Reclamation, Environment & Conservation, University of Wisconsin - Platteville; Platteville, WI
- S 130/190, ICS-100 Intro to Wildland Fire Behavior, Firefighter Training
- Commercial Pesticide Applicator License (Wisconsin, Illinois, Missouri, Kansas)
- First Aid Training/ CPR Certified
- Career Advancement Track
- Developing Management Skills, University of Wisconsin

Jason is the Kansas Branch Contracting Manager, providing field services for the implementation and maintenance of all AES restoration projects in the region. He has over four years of professional experience in ecological restoration and management, including projects to restore streams, shorelines, wetlands, woodlands, prairies and oak savannas. Dremsa is also well-versed in erosion control practices, native seed collection, prescribed fire and vegetation identification. As a Restoration Superintendent, he is active in all phases of the restoration process, including marketing, planning, estimating, propagation, installation and management. His experience includes a wide variety of significant project sites throughout the Midwest. In the Kansas City area, Dremsa is the primary field manager and client contact for the Zona Rosa mixed-use development and Rush Creek restoration project. He has also initiated estimates and coordination of construction processes for the Enchanted Lake and Gleason Glen residential developments. Jason brings a well-rounded background of experience and education to his leadership role for the Contracting Division in the AES Kansas City regional office.



Mathew Stone, B.S.

Project Supervisor, Restoration Ecologist

- B.S. in Biology; University of Wisconsin - Platteville; Platteville, WI
- S 130/190 Firefighter, Fire Behavior Certification
- Licensed Commercial Pesticide Applicator (Wisconsin and Illinois)

Mr. Stone has over 13 years of professional experience in the ecological restoration field. He has a solid understanding of the applied science of ecological restoration combined with a broad range of field experience including site construction, maintenance, and management. As Branch Contracting Manager for the Wisconsin/Illinois region, Stone focuses on the design, implementation, and management in a wide range of habitats, including streambanks, lakeshores, ravines, wetlands, prairies, woodlands, savannas, etc. Stone takes a client-centric approach to project development – drawing from his technical expertise to develop solutions for a wide variety of clients including municipalities, forest preserves, parks, museums, botanical gardens, universities, private developers, etc.



OUR PEOPLE

Aaron Swartwood, B.S. **Restoration Practitioner**

- B.S. in Wildlife Mangement from the State University of New York College of Agriculture and Technology-Cobleskill
- A.S. in Natural Resources Conservation Law Enforcement from Finger Lakes College

Aaron has extensive professional restoration experience. He has experience working with a broad-range of large and small equipment. Aaron has experience with prescribed burning, mitigation banks, wetlands, streambanks, conservation developments, vegetative monitoring, seeding, planting, brush removal, erosion control, herbicide application, seed collection, mowing, invasive species control, and an array of other ecological restoration practices. At Seneca Meadows, Aaron performs such tasks as site preparation, seeding, planting, erosion control, invasive species management, brushing, forested wetland enhancement and hydro monitoring.



Scott Stewart, B.A. **Crew Foreman**

- B.A. in Zoology and Environmental Studies; Southern Illinois University-Carbondale

Scott has experience working with a broad range of large and small equipment. He also has experience in Native Planting , seeding, invasive species control, prescribed burning as well as an array of other ecological restoration practices.



Chris Eichman **Restoration Practitioner**

- B.S. in Biology, 2002, Pittsburg State University
- Kansas Pesticide Applicators License; General & 1A
- OSHA 10 Hour Contractor Training

Chris has experience in habitat restoration and wildlife habitat management, including seeding, planting, brush removal, controlled burning, mowing, herbicide application, erosion control, and stream surveys. He also has a wide range of mechanical skills and experience using power equipment. Before coming to AES, Chris performed extensive work for Kansas Department of Wildlife and Parks doing biological survey of fish populations, endangered species work, management of wildlife habitat, and public education.



Tom McKenna **Restoration Practitioner**

- B.A. in Biology, 2002, University of Kansas
- S-130 & S-190 Burn Certification

Tom is well versed in the professional restoration and prescribed burning fields. He also has experience working with a broad-range of large and small equipment. Tom has experience with mitigation banks, prescribed burning, wetlands, streambanks, conservation developments, vegetative monitoring, seeding, planting, brush removal, erosion control, herbicide application, seed collection, mowing, invasive species control, and an array of other ecological restoration practices. Prior to coming to AES, Tom worked for many reputable organizations, including Sequoia National Park, Hawaiian Division of Forestry and Wildlife, and the United States Geologic Survey.



EQUIPMENT LIST

Implements

TRUAX NO-TILL DRILL (8FT)
TRUAX NO-TILL DRILL (6FT)
GREAT PLAINS NO-TILL DRILL
PITTSBURG DISK
BRILLION SEEDER (5FT)
BRILLION ROLLER
BRILLION ROLLER
LANDPRIDE PULVERISER
AG-CHEM SPRAYER (42)
RED-BALL SHIELDED SPRAYER (15)
FOBRO BED-LIFTER
HOWARD ROTOVATOR
KING KUTTER TILLER
BRUSH HOG BAT-WING (15FT)
BRUSH HOG BAT-WING (7FT)
3PT FINISH MOWER
VALLEY INDUSTRIES IRRIGATOR (2)
PATZ CONVEYOR (2)
SEED CLEANING MACHINE (2)
WESTRUP BRUSH THRASHER
FRANSFORD SKIDDER
OFFICE TRAILER
BOBCAT TILLER
CIMMERON
DR. POWER MOWER PUSH
SECTIONAL MODULAR OFFICE
BILLY GOAT 33" DECK
BRILLION TUCKER
3PT BLADE
LANDPRIDE BLADE
INTERLAKE DRIVE IN RACKING
USED RACKING
LANDPRIDE 3PT DISK
PATZ CONVEYOR
BUSH HOG 5FT MOWER
ROTARY LIFT
TRUAX DRILL 8'
WOODS 3PT 7' DISK
HEAVY DUTY WINCH (SEMI)
E-Mat Roller (Bobcat)
Trencher (Bobcat)
Powerhead and Augers (Bobcat)
DR POWER MOWER PULL
TRUAX DRILL 10'
HOLLAND TRANSPLANTER

17 HP Tow-Behind Brush Mower
Bush Hog 15 ft Flex Wing Mower
200 Gal NorthStar Skid Sprayer
NorthStar Skid Sprayer Trailer
Great Plains Native Grass Drill

Trailors

83x20 HEAVY DUTY
ENCLOSED WELLS CARGO (2)
HILLSBORO TRAILER
STRAW MULCHER
HYDRO-MULCHER
DYNAWELD
HEAD TRAILER (2)
ORANGE GOOSENECK
DAVIS GOOSENECK (4)
LOAD TRAIL
BOBCAT TRAILER
BIX TEX - BUMPER
COMBINE TRAILER
GREEN TRAILER
ENCLOSED WELLS CARGO
SHADOWMASTER - ENC
PACE ENCLOSED
DAVIS DUMP TRAILER
DOOLITTLE ENCLOSED
ALUMA TRAILER
LITTLE BLACKIE
DAVIS BOBCAT TR
DAVIS RTV TR
PJ TRAILER
MORBARK CHIPPER
STEALTH ENCLOSED
SNOWMOBILE TRAILER

Trucks

F350 Super Duty 4x4 Pick up (14)
F650-WHITE
F350-DUMP
F550-WHITE
IH 4700 DUMP

ATV's

POLARIS 6X6 (6)
POLARIS 4X4 (2)

KUBOTA RTV (3)
ARGO (2)
NISSAN
POLARIS RANGER
CUB CADET UTILITY ATV
CHUCK WAGON - CAMO
CHUCK WAGON - GREEN

Equipment

NEW HOLLAND FORD TRACTOR
NEW HOLLAND FORD LOADER
JOHN DEERE TRACTOR
JOHN DEERE LOADER
KUBOTA
KUBOTA LOADER
KUBOTA L4610 BDH (2)
ALIS CHALMERS TRACTOR
NEW HOLLAND COMBINE
NEW HOLLAND GRAIN PLATFORM
JOHN DEERE COMBINE
JOHN DEERE GRAIN PLATFORM
IH COMBINE
BOBCAT 773 TURBO
FORKLIFT
LESCO STAND-UP MOWER
BOBCAT MT52 MINI TRACK
BOBCAT S185
KUBOTA TRACTOR
KUBOTA TRACTOR LOADER
CASE TRACTOR
CASE LOADER
JOHN DEERE TRACTOR
JOHN DEERE LOADER
NEW HOLLAND TRACTOR
NEW HOLLAND LOADER
STRAW MULCHER (2)
HYDRO-MULCHER
International Tractor (2)
MORBARK CHIPPER
CATERPILLAR SKIDSTEER



CONSULTING SERVICES

Credibility

Our science sets us apart. It provides the foundation of knowledge that we apply to create innovative designs. And because we have a solid foundation in science, our credibility with agencies, non-profits, and the public is very high. This allows AES to get stake-holders with radically differing agendas to reach consensus, and then allows us to design and execute complex projects.

Typically, our problem-solving work is conducted at the intersection of conflict between people and nature. Our scientific expertise in ecosystem structure and function provides a solid foundation for unifying what are often disparate – sometimes adversarial – approaches to land-use decisions.

Complete Service Package

AES consulting services integrate the disciplines of ecological science, sustainable civil engineering, landscape architecture and GIS. This interdisciplinary approach is essential to providing sustainable solutions required by complex, dynamic ecological problems.

Yet and always, the overarching principle for AES landscape architects, engineers, GIS specialists and of course ecologists, is the sustainable cohesion of flora and fauna, land and water that collectively comprise the natural world in which we live.

Cohesion, in our view, is also a planning approach that we prefer.

Collaboration

On complex assignments, AES consultants frequently work in concert with professional partners who collaborate both philosophically and with specialized expertise. We have been privileged to team with some of the most talented designers and planners to work on some of the most challenging and innovative projects on the planet.



LIST OF SERVICES

AES Consulting

Design – Research – Regulatory

- Ecological Restoration Design, Planning and Management
- Ecological Research, Assessment, Inventory, Analysis and Monitoring
- Mine, Quarry and Landfill/Brownfield Remediation Planning
- Site and Regional Master Planning
- Environmental and Water Resources Engineer
- Ecological Landscape Architecture
- GIS Services and Mapping
- Regulatory Permitting
- Public Process and Visioning
- Comprehensive Wetland Services
- Wildlife Studies and Management
- Threatened and Endangered Species Studies
- Streambank and Shoreline Stabilization
- Stormwater Management Design
- Sustainable Development Services
- Environmental Legal Discovery and Mediation

AES Contracting

Construction – Management – Maintenance

- Comprehensive Design-Build Services
- Construction Management
- Restoration and Phytoremediation Planting
- Shoreline, Streambank and Slope Stabilization
- Native Nursery Construction
- Native Landscape Installation
- Prescribed Burning
- Prescribed Herbicide Application

AES Restoration Nurseries

Seed & Plants – Research – Expertise

- Native plants and seed
- Native trees and shrubs
- Modular/native green roofs
- Specific genetic provision
- Propagation of locally sourced seed and plants
- Custom grow
- Contract grow
- Experimental propagation
- Nursery consulting
- Plant rescues
- Nursery design/build



ACCOLADES

U.S. EPA & Chicago Wilderness

- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2007.
 - *Arquilla Naturalized Stormwater Basin, Algonquin, Illinois.*
- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2006.
 - *South Milwaukee School, Milwaukee, Wisconsin.*
- U.S. Environmental Protection Agency & Chicago Wilderness Conservation and Native Landscaping Award, 2005.
 - *Sanctuary of Bull Valley Conservation Development, Woodstock, Illinois.*

American Public Works Association (APWA)

- Project of the Year Award; Environmental, Over \$10 Million, 2004.
 - *Village of Lincolnshire North Park Project, Lincolnshire, Illinois.*
- Public Works Project Excellence Award, 2004.
 - *Village of Lincolnshire North Park Project, Lincolnshire, Illinois.*
- Project of the Year Award; Transportation, Over \$10 Million, 1997.
 - *Metra North Central Commuter Service Project, Chicago, Illinois.*

Associated General Contractors of America (AGCA)

- Safety Excellence Award, 2005.
- Safety Excellence Award, 2009.
- Safety Excellence Award, 2010.

American Institute of Architects (AIA)

- AIA Wisconsin Merit Design Award, 2006.
 - *Renal Dialysis Center Project, LaCrosse, Wisconsin.*

American Planning Association (APA)

- Best Plan Award, 2002.
 - *Muskego Conservation Plan, Muskego, Wisconsin.*
- National Planning Awards; Outstanding Planning Award, 2000.
 - *"Blueprint of Liberty – Future Land-Use Plan," City of Liberty, Missouri.*

American Society of Landscape Architects (ASLA) (National)

- Honor Award, 2009.
 - *Unnamed U.S. University*
- Analysis and Planning Award of Excellence, 2005.
 - *Noisette Community, North Charleston, South Carolina.*
- Illinois Chapter ASLA Merit Award, 2005.
 - *Gary Green Links Greenway Master Plan, Gary, Indiana.*
- Illinois Chapter ASLA Honor Award; Historic Landscapes, 2003.
 - *Town of Fort Sheridan, Fort Sheridan, Illinois.*
- Analysis & Planning Merit Award, 2003.
 - *Menomonee River Valley Project, Milwaukee, Wisconsin.*



South Milwaukee School, South Milwaukee, WI



Bull Valley Conservation Development, Woodstock, IL

ACCOLADES

- Illinois Chapter ASLA; Outstanding Professional Achievement Award, 2003.
- *Alfred Caldwell Lily Pool Project, Chicago, Illinois.*
- Wisconsin Chapter ASLA Recognition Award; Environmental Enhancement, 2002.
- Illinois Chapter ASLA Honor Award, 2000.
- *Lincoln Park North Pond Rehabilitation, Chicago, Illinois.*
- Illinois Chapter ASLA Merit Award; Planning and Analysis, 1998.
- *Grayslake Central Park Master Plan, Grayslake, Illinois.*
- Illinois Chapter ASLA Merit Award; Outstanding Professional Achievement, 1998.
- *Grayslake Central Park Master Plan, Grayslake, Illinois.*
- Illinois Chapter ASLA Public Recognition Award, 1995.
- *Chicago Botanic Garden – Skokie River Restoration, Glencoe, Illinois.*

Wisconsin Environmental Working Group

- Wisconsin Business Friend of the Environment Award, 2009.

Consulting Engineers Council of Illinois

- Environmental Honor Award, 1996.
- *North-South Tollway (I-355) Wetland Mitigation, DuPage County, Illinois.*

Illinois Landscape Contractors Association (ILCA)

- Excellence in Landscape Gold Award, 2003.
- *Alfred Caldwell Lily Pool Project, Chicago, Illinois.*

City of Chicago, Illinois Mayor's Office

- Chicago Landmark Award, 2003.
- *Alfred Caldwell Lily Pool, Lincoln Park, Chicago, Illinois.*

American Council of Engineering Companies of Missouri (ACEC)

- ACEC Special Project Award, 2005
* *Applied Ecological Services & Steiner Transystems received this award for Applied Ecological Services's work in preserving and enhancing the Rush Creek watershed area at Zona Rosa.*

The Rainforest Alliance

- Best Monitoring & Evaluation Methodology, 2006.
- *Restoration of Mangrove and Dry Tropical Forests, Andamojo Watershed, Costa Rica.*

Green Building Council

- Green Building Council's LEED Silver Award, 2007.
- *Aquascapes Green Roof Project, St. Charles, Illinois.*
* *Applied Ecological Services designed and built a green roof for Aquascapes which became an integral component in being decided for the award. (Artisan Design/Build won the award and Applied Ecological Services partnered with them).*



Metra Stateline Wetland Bank, Chicago, IL



Fort Sheridan Ravine Stabilization, Fort Sheridan, IL

ACCOLADES

Minnesota Environmental Initiative

- Environmental Initiative Award, 2007
 - Lino Lakes (I-35E) Corridor Project AUAR for Green Building and Development, Lino Lakes, Minnesota.

City of Hernando, Mississippi

- Tree Preservation Planning Award, 2007.
 - Hernando West Project, Hernando, Mississippi.

Midwest Construction Magazine

- Top Specialty Contractor, 2007.

City of Toronto, Ontario, Canada

- Toronto Urban Design Award of Excellence, 2007.
 - Lower Don Lands, Toronto, Ontario, Canada.

Minnehaha Watershed Creek District

- Watershed Heroes Awards, 2007.
 - Excellence in Development; Locust Hills Conservation Development, Hennepin County, Minnesota.
 - * Applied Ecological Services completed the conservation planning and designed the open-space restoration plan for this project which proved to be a key to the success of the development. Locust Hills Developers, LLC. won this award and Applied Ecological Services was a subcontractor.

American Council of Engineering Companies

- Engineering Excellence Award, 2008.
 - Noisette, North Charleston, South Carolina.
 - * For studies, research, and consulting engineering services.

Royal Architectural Institute of Canada

- Special Jury Award-Sustainable Development, 2008.
 - * Applied Ecological Services was a partner with Michael Van Valkenburgh Associates (MVVA) and won this award through the 2008 National Urban Design Awards competition.

Wisconsin Green Building Alliance

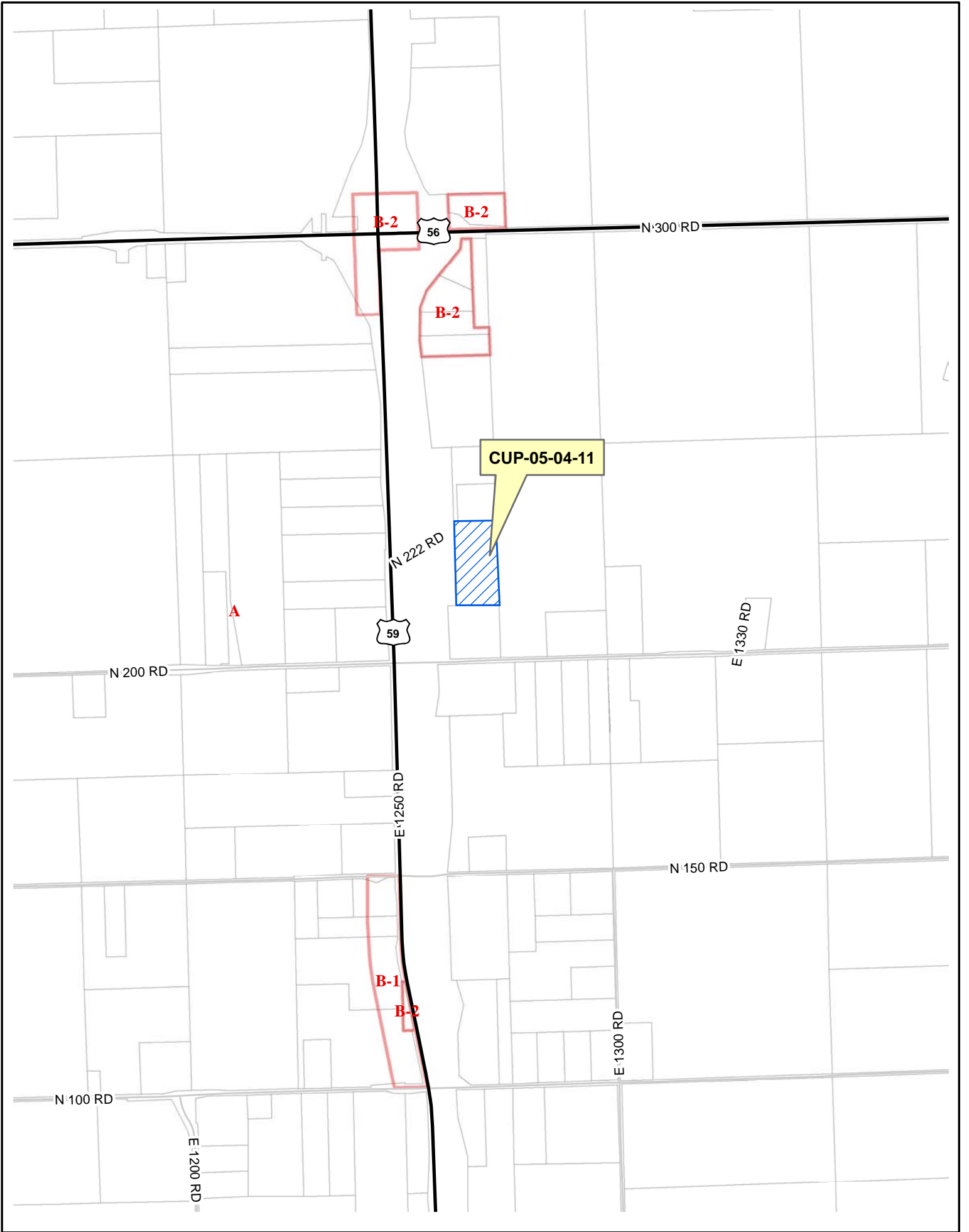
- Focus on Energy Award of Excellence, 2009.
 - Exceptional achievement and overall excellence: The Spirit of Africa Exhibit, Baraboo, Wisconsin
 - * Applied Ecological Services was a partner with MSA, Kubala Washatco Associates, and The 106 Group on this project.



Mangrove Restoration, Andamojo Watershed, Costa Rica



Aquascapes Green Roof, St. Charles, IL



ITEM NO. 1 CONDITIONAL USE PERMIT; 1271 N 222 RD (SLD)

CUP-5-4-11: Consider a Conditional Use Permit for a commercial greenhouse and nursery to permit accessory retail sales, for an ecological restoration business, located at 1271 N 222 Rd, Baldwin City. Submitted by Landplan Engineering, P.A., for Ronald E. Shouse, property owner of record. *Joint meeting with Baldwin City Planning Commission.*

STAFF PRESENTATION

Ms. Sandra Day presented the item. She stated Baldwin City Planning Commission was not present but that they discussed the item at their regular meeting and did not have any comments.

APPLICANT PRESENTATION

Mr. Brian Sturm, Landplan Engineering, was present for questioning.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Finkeldei inquired about a timeline for the item.

Ms. Day said that seemed to be something the County Commission was moving away from a little bit. She stated the uses were allowed by right, it was just the commercial piece, which was a small element of the overall operation. She said staff did not feel a condition on a timeline was required for the proposed use.

Commissioner Finkeldei said he supported that.

ACTION TAKEN

Motioned by Commissioner Finkeldei, seconded by Commissioner Blaser, to approve the Conditional Use Permit for a Retail Nursery located at 1271 N 222 Road.

Unanimously approved 9-0.