

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, JULY 25, 2012

6:35 p.m.

### CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and  
(b) Consent: Consider acquisition of easement for project No. 06000428 and 06000445  
(Michael Kelly)

### REGULAR AGENDA

- (2) Consider approval of resolution authorizing the offering for sale of General obligation Bonds, Series 2012-E of Douglas County, Kansas (Craig Weinaug)
  
- (3) Other Business
  - (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
  - (c) Public Comment
  - (d) Miscellaneous
  
- (4) Adjourn

WEDNESDAY, AUGUST 1, 2012 - 4:00 p.m. only

## WEDNESDAY, AUGUST 8, 2012

6:35 p.m. only

-Public Hearing for the 2013 Budget

-Public Hearing on disposal of certain Douglas County property described as the east approximately 2.11 acres of Lot A, Block 7, Southridge Addition No. 3, an Addition to the City of Lawrence, Douglas County, Kansas. (This is part of the process to consider implementation of an agreement with Tenants to Homeowners (TTH) to provide senior housing option adjacent to United Way center.)(Craig Weinaug)

## WEDNESDAY, AUGUST 15, 2012- Light Agenda

4:00 p.m.

Consider adopting a Resolution authorizing Douglas County, Kansas to issue its Taxable Industrial Revenue Bonds, Series 2012 (Berry Plastics Project) in the aggregate principal amount of not to exceed \$21,000,000 for the purposes of acquiring, constructing and equipping a manufacturing and warehouse facility; authorizing execution of a Trust Indenture by and between the County and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee; authorizing the County to lease such facility to AG&L Plastics, L.L.C.; authorizing the execution of a Bond Purchase Agreement with AG&L Plastics, L.L.C., as purchaser of the bonds; and authorizing certain other documents and actions in connection therewith.

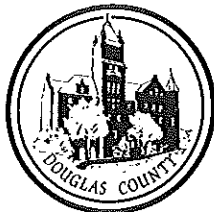
## WEDNESDAY AUGUST 22, 2012 – LIGHT

## WEDNESDAY AUGUST 29, 2012

-Consider adoption of I-Codes

## SEPTEMBER 12, 2012 – Tentatively Cancelled

*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.*



**DOUGLAS COUNTY PUBLIC WORKS**

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

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

**MEMORANDUM**

TO : Board of County Commissioners

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

DATE : July 19, 2012

RE : Drainage Structure Replacement; Acquisition of Easement  
Str. No. 6.00N – 4.28E and Str. No. 6.00N – 4.45E

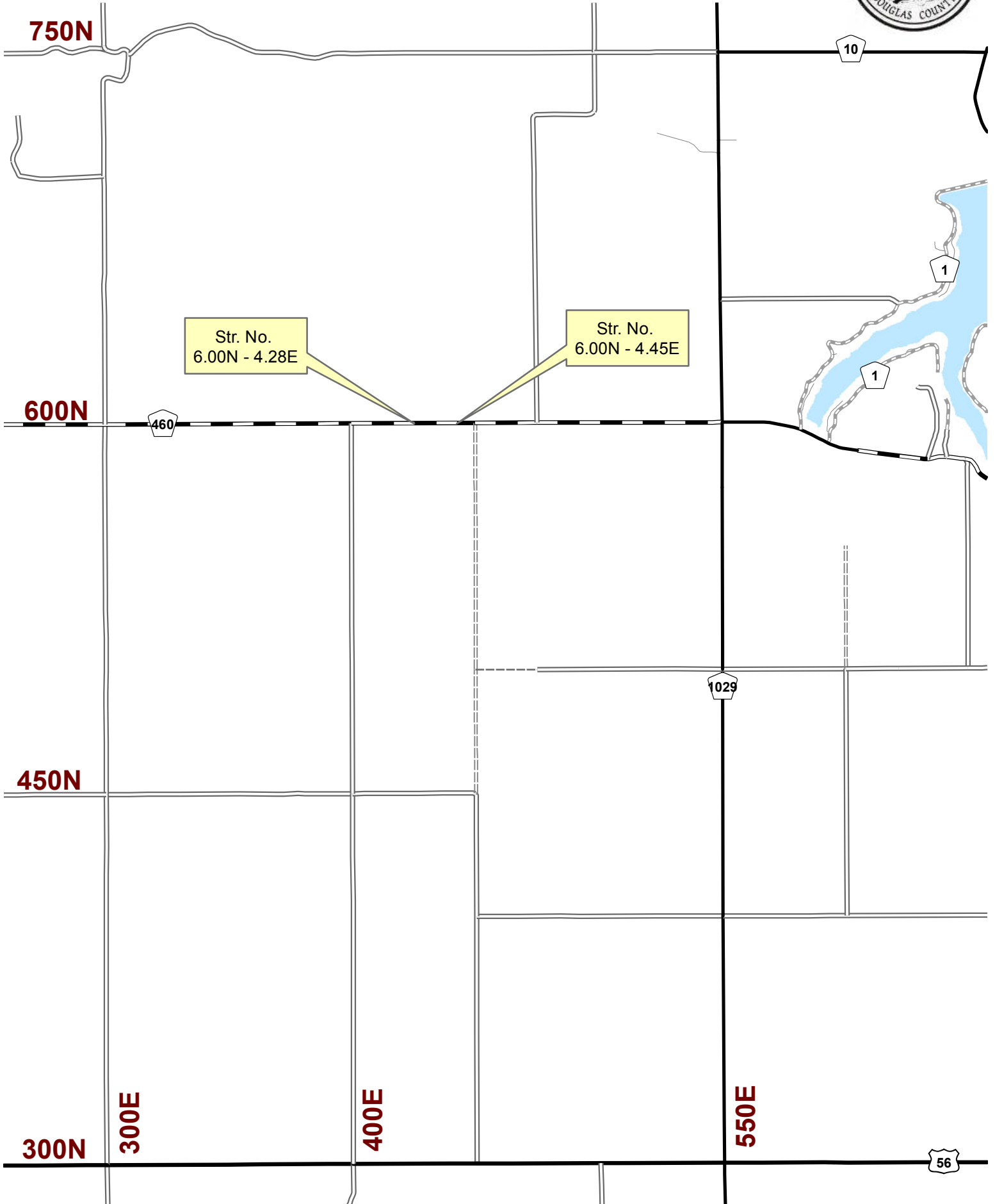
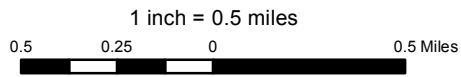
A project has been designed to replace two (2) deficient drainage structures located approximately 2 miles west of Lone Star Park on County Route 460 (N600 Road). Plans were developed in-house and negotiations with the pertinent landowners for permanent easement have been completed.

Construction is planned for August 2012 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the two (2) attached CONTRACT's FOR HIGHWAY PURPOSES.

**ACTION REQUIRED:** Consent agenda approval of the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure Nos. 6.00N – 4.28E and 6.00N – 4.45E.

Str. No. 6.00N - 4.28E  
Str. No. 6.00N - 4.45E



DOUGLAS COUNTY, KANSAS  
CONTRACT FOR HIGHWAY PURPOSES

Road No. 47 (N600 Rd.) Rte 460  
Project No. 06000428 & 06000445

Tract No. 1

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 A.D. by and between

Larry J. Warren (owner)  
c/o Bluejacket Ford L.L.C. (contract buyer)  
4100 W. 6<sup>th</sup> Street  
Lawrence, Kansas 66049

hereinafter referred to as "Owner" and

The Board of County Commissioners of the County of Douglas,  
State of Kansas, on behalf of Douglas County, Kansas  
1100 Massachusetts St.  
Lawrence, Kansas 66044

hereinafter referred to as "County."

1. In consideration of the agreements, covenants and provisions herein contained, Owner agree to grant County an easement for right of way and highway purposes over and encumbering the following real estate, hereinafter referred to as the "Premises":

**Those portions of the Southwest Quarter (SW ¼) of Section 16, Township 14 South, Range 18 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:**

**commencing at the southeast corner of said Southwest Quarter (SW ¼), thence West along the south line of said Southwest Quarter (SW ¼) on an assumed bearing of North 90 degrees 0 minutes 0 seconds West a distance of 1,092.81 feet to the point of beginning of the land to be described, thence North 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet, thence North 59 degrees 56 minutes 51 seconds West a distance of 40.44 feet, thence South 69 degrees 47 minutes 14 seconds West a distance of 58.61 feet, thence South 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet to the south line of said Southwest Quarter (SW ¼), thence South 90 degrees 0 minutes 0 seconds East along the south line of said Southwest Quarter (SW ¼) a distance of 90.00 feet to the point of beginning; less existing highway; containing 0.0209 acres, more or less, exclusive of existing highway; also,**

**commencing at the southeast corner of said Southwest Quarter (SW ¼), thence West along the south line of said Southwest Quarter (SW ¼) on an assumed bearing of North 90 degrees 0 minutes 0 seconds West a distance of 207.81 feet to the point of beginning of the land to be described, thence North 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet, thence North 78 degrees 21 minutes 36 seconds West a distance of 25.52 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 35.00 feet thence South 81 degrees 37 minutes 46 seconds West a distance of 35.38 feet, thence South 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet to the south line of said Southwest Quarter (SW ¼), thence South 90 degrees 0 minutes 0 seconds East along the south line of said Southwest Quarter (SW ¼) a distance of 95.00 feet to the point of beginning; less existing highway; containing 0.0077 acres, more or less, exclusive of existing highway.**

The above contains a total of 0.0286 acres, more or less, exclusive of existing highway.

2. The area included in the Premises and compensation to be paid are as follows:

Approx. 0.0286 acres = R/W easement

Approx. 0.0000 acres = Temporary easement for construction

Approx. 100 feet = Fence

Approx. 0 feet = Temporary Fence

Other improvements and buildings: (Describe) **Lump sum payment includes allowance for three (3) cornerpost assemblies.**

Other considerations: (Describe) -- None --

3. Owner agrees to grant to County the right of possession of the premises on the 25<sup>th</sup> day of July, 2012 A.D. It is further agreed that Owner, at his or her discretion, shall remove fences or other facilities, if any, which are located within the proposed right-of-way within 10 days after the signing of this contract. After this time County may remove any such facilities from the proposed right-of-way. Owner further agrees that County shall make payment of the lump sum (\$1,600.00 ) agreed to as full payment under this contract as follows: **County shall make lump sum payment to Contract Buyer.**

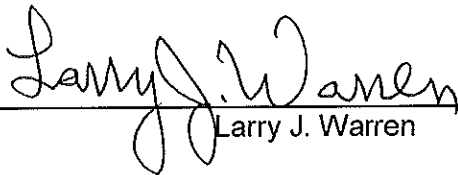
4. It is hereby agreed that County may make immediate entry on and possession of the Premises, upon signing this Contract, for the purposes of County's construction project. In further consideration of this Contract, Owners consent to the proposed establishment, realignment and/or any change of grade of the County highway as shown on the project plan documents and hereby accepts payment under this Contract for any and all compensation and damages arising therefrom.

REMARKS/ADDITIONAL PROVISIONS:

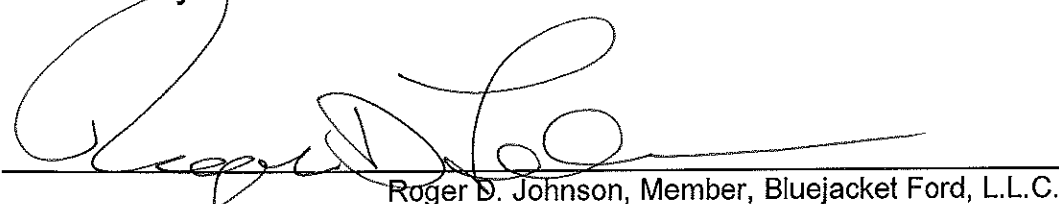
None

Signed:

Owner:

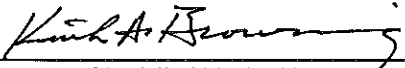
  
Larry J. Warren

Contract Buyer:

  
Roger D. Johnson, Member, Bluejacket Ford, L.L.C.

County:

Approval Recommended:

By:   
Director of Public Works/County Engineer

7/19, 2012  
Date

BOARD OF COUNTY COMMISSIONERS, Douglas County, Kansas

By: \_\_\_\_\_  
Mike Gaughan, Chairman

\_\_\_\_\_, 2012  
Date

ATTEST: \_\_\_\_\_  
County Clerk

DOUGLAS COUNTY, KANSAS  
CONTRACT FOR HIGHWAY PURPOSES

Road No. 47 (N600 Rd.) Rte 460  
Project No. 06000428 & 06000445

Tract No. 2

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 A.D. by and between

The Charles C. Fawl Living Trust dated 23 June, 2004; and,  
The Doris J. Fawl Living Trust dated 23 June, 2004  
515 E300 Road  
Overbrook, Kansas 66524

hereinafter referred to as "Owner" and

The Board of County Commissioners of the County of Douglas,  
State of Kansas, on behalf of Douglas County, Kansas  
1100 Massachusetts St.  
Lawrence, Kansas 66044

hereinafter referred to as "County."

1. In consideration of the agreements, covenants and provisions herein contained, Owner agree to grant County an easement for right of way and highway purposes over and encumbering the following real estate, hereinafter referred to as the "Premises":

**Those portions of the Northwest Quarter (NW ¼) of Section 21, Township 14 South, Range 18 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:**

**commencing at the northeast corner of said Northwest Quarter (NW ¼), thence West along the north line of said Northwest Quarter (NW ¼) on an assumed bearing of North 90 degrees 0 minutes 0 seconds West a distance of 1,092.81 feet to the point of beginning of the land to be described, thence South 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet, thence South 67 degrees 42 minutes 23 seconds West a distance of 27.02 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 30.00 feet, thence North 73 degrees 40 minutes 37 seconds West a distance of 36.47 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet to the north line of said Northwest Quarter (NW ¼), thence South 90 degrees 0 minutes 0 seconds East along the north line of said Northwest Quarter (NW ¼) a distance of 90.00 feet to the point of beginning; less existing highway; containing 0.0141 acres, more or less, exclusive of existing highway; also,**

**commencing at the northeast corner of said Northwest Quarter (NW ¼), thence West along the south line of said Northwest Quarter (NW ¼) on an assumed bearing of North 90 degrees 0 minutes 0 seconds West a distance of 212.81 feet to the point of beginning of the land to be described, thence South 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet, thence South 78 degrees 8 minutes 25 seconds West a distance of 25.55 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 25.00 feet, thence North 70 degrees 42 minutes 36 seconds West a distance of 15.89 feet, thence North 0 degrees 0 minutes 0 seconds East a distance of 24.75 feet to the north line of said Northwest Quarter (NW ¼), thence South 90 degrees 0 minutes 0 seconds East along the north line of said Northwest Quarter (NW ¼) a distance of 65.00 feet to the point of beginning; less existing highway; containing 0.0054 acres, more or less, exclusive of existing highway.**

2. The area included in the Premises and compensation to be paid are as follows:

- Approx. 0.0195 acres = R/W easement
- Approx. 0.0000 acres = Temporary easement for construction
- Approx. 0 feet = Fence
- Approx. 0 feet = Temporary Fence
- Other improvements and buildings: (Describe) -- None --
- Other considerations: (Describe) -- None --

3. Owner agrees to grant to County the right of possession of the premises on the 25<sup>th</sup> day of July, 2012 A.D. It is further agreed that Owner, at his or her discretion, shall remove fences or other facilities, if any, which are located within the proposed right-of-way within 10 days after the signing of this contract. After this time County may remove any such facilities from the proposed right-of-way. Owner further agrees that County shall make payment of the lump sum (\$100.00 ) agreed to as full payment under this contract as follows: **County shall make lump sum payment to Owner.**

4. It is hereby agreed that County may make immediate entry on and possession of the Premises, upon signing this Contract, for the purposes of County's construction project. In further consideration of this Contract, Owners consent to the proposed establishment, realignment and/or any change of grade of the County highway as shown on the project plan documents and hereby accepts payment under this Contract for any and all compensation and damages arising therefrom.

REMARKS/ADDITIONAL PROVISIONS:

County shall not use K-31 Fescue seed.

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Signed:

Owner:

The Charles C. Fawl Living Trust dated 23 June, 2004

*Charles C Fawl*

Charles C. Fawl, Trustee

*Doris J. Fawl*

Doris J. Fawl, Trustee

The Doris J. Fawl Living Trust dated 23 June, 2004

*Doris J. Fawl*

Doris J. Fawl, Trustee

*Charles C Fawl*

Charles C. Fawl, Trustee



County:

Approval Recommended:

By: *Kath A. Brown*  
Director of Public Works/County Engineer

7/19, 2012  
Date

BOARD OF COUNTY COMMISSIONERS, Douglas County, Kansas

By: \_\_\_\_\_  
Mike Gaughan, Chairman

\_\_\_\_\_, 2012  
Date

ATTEST: \_\_\_\_\_  
County Clerk

N600 Road (Route 460)  
R/W Negotiation Details

26-Jun-12

Tract 1 - Warren c/o Bluejacket Ford LLC

parent parcel = 80 acres

R/W	0.0960	ac.	\$ 3,300.00	/ac.	\$ 316.80
Temp. Esmt	0.0000	ac.	\$ 330.00	/ac.	\$ -
Fence (5 str barb w/wood & metal)*	100	ft.	\$3.50	/ft.	\$ 350.00
Cornerpost assemblies	3	cor.	\$300.00	/ea.	\$ 900.00
rounding					\$ 33.20

total \$ 1,600.00

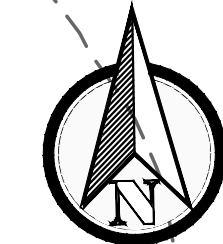
Tract 2 - Fawl

parent parcel = 80 acres

R/W	0.0195	ac.	\$ 3,300.00	/ac.	\$ 64.35
Temp. Esmt	0.0000	ac.	\$ 330.00	/ac.	\$ -
rounding					\$ 35.65

total \$ 100.00

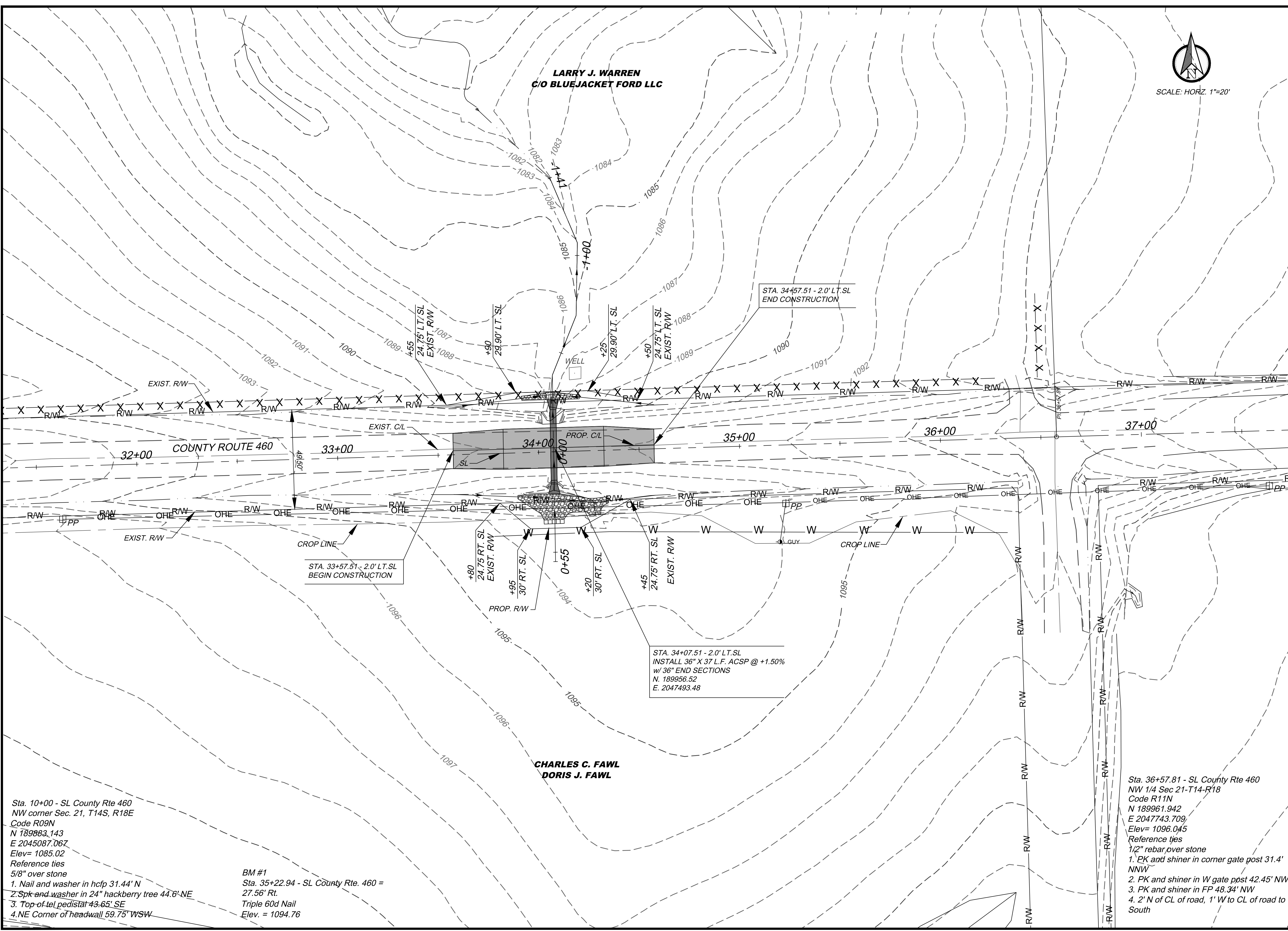
Grand Total: \$ 1,700.00



SCALE: HORZ. 1"=20'

LARRY J. WARREN  
C/O BLUEJACKET FORD LLC

CHARLES C. FAWL  
DORIS J. FAWL



Sta. 10+00 - SL County Rte 460  
NW corner Sec. 21, T14S, R18E  
Code R09N  
N 189883.143  
E 2045087.067  
Elev= 1085.02  
Reference ties  
5/8" over stone  
1. Nail and washer in hcsp 31.44' N  
2. Spk and washer in 24" hackberry tree 44.6' NE  
3. Top of tel pedestal 43.65' SE  
4. NE Corner of headwall 59.75' WSW

BM #1  
Sta. 35+22.94 - SL County Rte. 460 =  
27.56' Rt.  
Triple 60d Nail  
Elev. = 1094.76

STA. 33+57.51 - 2.0' LT. SL  
BEGIN CONSTRUCTION

STA. 34+57.51 - 2.0' LT. SL  
END CONSTRUCTION

STA. 34+07.51 - 2.0' LT. SL  
INSTALL 36" X 37' L.F. ACSP @ +1.50%  
w/ 36" END SECTIONS  
N. 189956.52  
E. 2047493.48

Sta. 36+57.81 - SL County Rte 460  
NW 1/4 Sec 21-T14-R18  
Code R11N  
N 189961.942  
E 2047743.709  
Elev= 1096.045  
Reference ties  
1/2" rebar over stone  
1. PK and shiner in corner gate post 31.4'  
NNW  
2. PK and shiner in W gate post 42.45' NW  
3. PK and shiner in FP 48.34' NW  
4. 2' N of CL of road, 1' W to CL of road to  
South

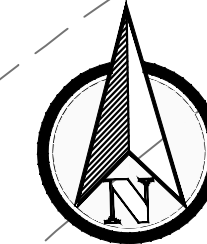
Douglas County Public Works  
1242 Massachusetts  
Lawrence, Kansas 66044

Project: CULVERT REPLACEMENT FOR COUNTY ROUTE 460  
Project No.: 0600045  
Designed By: A.S.  
Checked By: T.G.  
Drawn By: L.H.  
Date: 1/2012

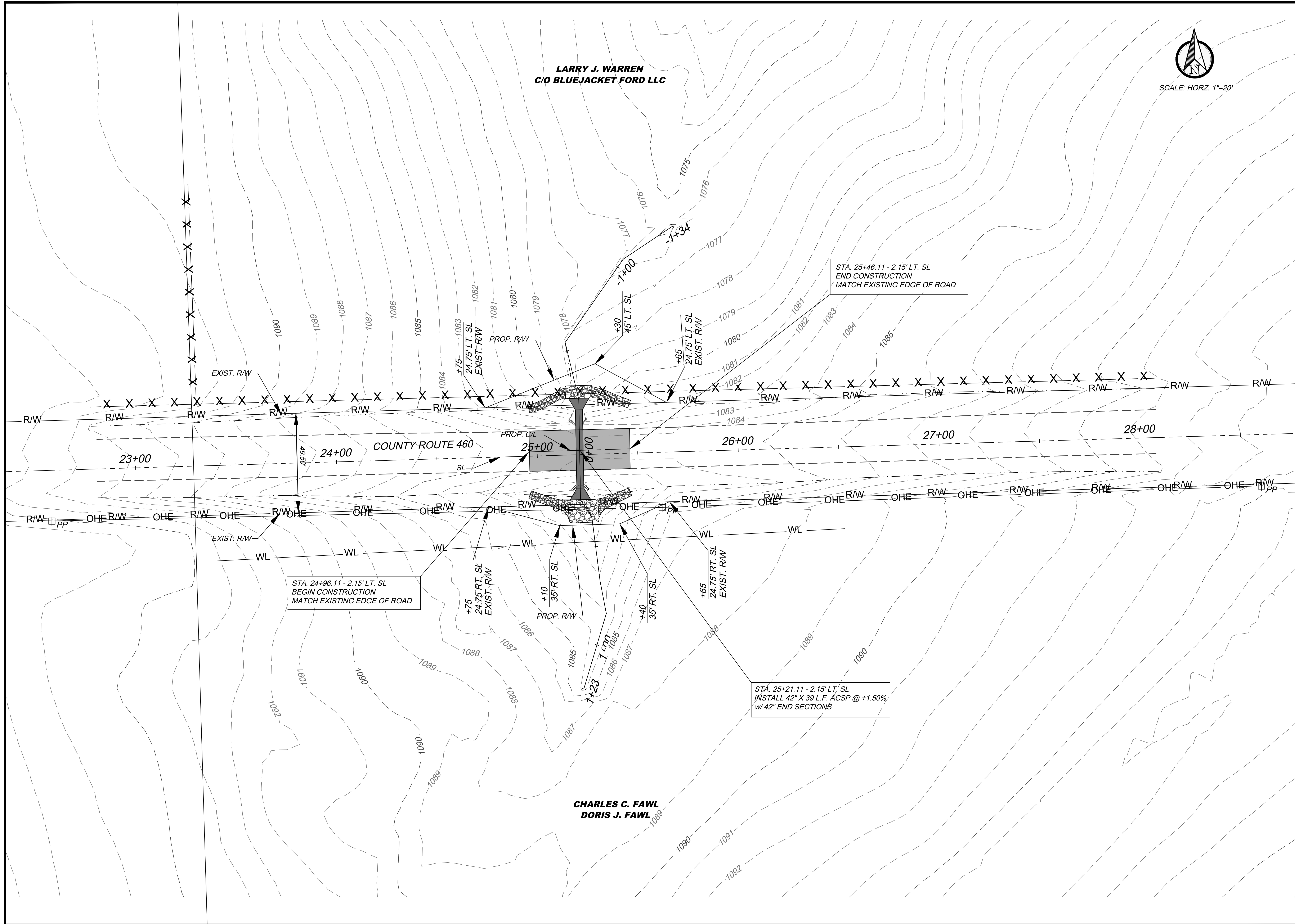
STRUCTURE NO. 0600N 0445E  
PROPOSED R/W  
SHEET 5 OF 8

CULVERT REPLACEMENT  
FOR COUNTY ROUTE 460

LARRY J. WARREN  
C/O BLUEJACKET FORD LLC



SCALE: HORZ. 1"=20'



STA. 25+46.11 - 2.15' LT. SL  
END CONSTRUCTION  
MATCH EXISTING EDGE OF ROAD

STA. 24+96.11 - 2.15' LT. SL  
BEGIN CONSTRUCTION  
MATCH EXISTING EDGE OF ROAD

STA. 25+21.11 - 2.15' LT. SL  
INSTALL 42" X 39' L.F. ACSP @ +1.50%  
w/ 42" END SECTIONS

CHARLES C. FAWL  
DORIS J. FAWL

Douglas County Public Works  
1242 Massachusetts  
Lawrence, Kansas 66044

Project:	CULVERT REPLACEMENT FOR COUNTY ROUTE 460
Project No.:	00000428
Designed By:	A.S.
Drawn By:	L.H.
Checked By:	T.G.
Date:	3/2012

STRUCTURE NO. 0600N 0428E  
PROPOSED R/W  
SHEET 3 OF 8

CULVERT REPLACEMENT  
FOR COUNTY ROUTE 460

**RESOLUTION NO. 12-[ ]**

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2012-E, OF DOUGLAS COUNTY, KANSAS.**

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**WHEREAS**, Douglas County, Kansas (the “Issuer”), has heretofore authorized certain internal improvements described as follows (the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority K.S.A.</u>	<u>Amount</u>
Yankee Tank Dam (Wakarusa Watershed Joint District No. 35, site 24)	11-18	12-6a26 <i>et seq.</i>	\$1,988,600

; and

**WHEREAS**, the Issuer desires to issue its general obligation bonds in an amount of \$180,000 in order to permanently finance a portion of the costs of such Improvements; and

**WHEREAS**, the Issuer proposes to issue its general obligation bonds to pay a portion of the costs of the Improvements; and

**WHEREAS**, the Issuer hereby selects the firm of Piper Jaffray & Co., Leawood, Kansas (the “Purchaser”), as underwriter for a series of general obligation bonds of the Issuer in order to provide funds to permanently finance a portion of costs of the Improvements; and

**WHEREAS**, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said general obligation bonds and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

**WHEREAS**, the Issuer desires to authorize the Purchaser, in conjunction with County Administrator or designate, to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said general obligation bonds; and

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said general obligation bonds, the governing body desires to authorize the Chairman to confirm the sale of such general obligation bonds, if necessary, prior to the next meeting of the governing body to adopt the necessary resolution providing for the issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, KANSAS, AS FOLLOWS:**

**Section 1.** The Purchaser is hereby authorized to proceed with the offering for sale of the Issuer’s General Obligation Bonds, Series 2012-E (the “Bonds”) in one or more series, in accordance with the

presentation made by the Purchaser this date. The offering for sale of the Bonds shall be accomplished in consultation with the County Administrator, Gilmore & Bell, P.C. ("Bond Counsel"), and the Purchaser. The confirmation of the sale of the Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the Issuer (the "Bond Purchase Agreement") in a form approved by Bond Counsel and the County Counselor, the adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. The Chairman is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) the principal amount of the Bonds shall not exceed \$180,000; and (b) the true interest cost ("TIC") of the Bonds shall not exceed 5%. Prior to the execution of the Bond Purchase Agreement, the County Clerk, in conjunction with Bond Counsel, shall publish a Notice of Intent to Seek Private Placement relating to the Bonds in a newspaper of general circulation in Douglas County, Kansas, and the *Kansas Register*.

**Section 2.** The Preliminary Official Statement is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Chairman and Assistant County Administrator shall deem necessary and appropriate. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

**Section 3.** The Chairman and Assistant County Administrator are each hereby authorized to approve the form of said Preliminary Official Statement and to execute the "Certificate Regarding Preliminary Official Statement" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof.

**Section 4.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the purchase contract for the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Chairman, County Clerk, Administrator or designate, and the other officers and representatives of the Issuer, the Purchaser, Bond Counsel and County Counselor are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the Board of County Commissioners of Douglas County, Kansas on July 25, 2012.

(SEAL)

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Mike Gaughan, Chair – 1<sup>st</sup> District

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Nancy Thellman, Vice-Chair – 2<sup>nd</sup> District

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Jim Flory, Commissioner – 3<sup>rd</sup> District

ATTEST:

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Jameson D. Shew, County Clerk

**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original resolution; that said resolution was passed on July 25, 2012.

DATED: July 25, 2012.

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Jameson D. Shew, County Clerk

**EXHIBIT A**

**CERTIFICATE REGARDING  
PRELIMINARY OFFICIAL STATEMENT**

July 25, 2012

To: Piper Jaffray & Co.  
Leawood, Kansas

Re: \$180,000 Douglas County, Kansas, General Obligation Bonds, Series 2012-E

The undersigneds are the duly acting Chairman and Assistant County Administrator of Douglas County, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

To the knowledge of the Issuer, the information contained in the Preliminary Official Statement, other than the sections entitled "The Depository Trust Company," "Bond Ratings," "Legal Matters," "Tax Matters," and *Appendices B* and *C*, for which the Issuer expresses no opinion, and except for the omission of certain information such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, is true in all material respects, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

**DOUGLAS COUNTY, KANSAS**

By: \_\_\_\_\_  
Title: Chairman

By: \_\_\_\_\_  
Title: Assistant County Administrator



**NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT**

**DOUGLAS COUNTY, KANSAS  
GENERAL OBLIGATION BONDS, SERIES 2012-E**

Notice is hereby given that Douglas County, Kansas (the "Issuer") proposes to seek a private placement of the above-referenced bonds (the "Bonds"). The maximum aggregate principal amount of the Bonds shall not exceed \$180,000. The proposed sale of the Bonds is in all respects subject to approval of a bond purchase agreement between the Issuer and the purchaser of the Bonds and the adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds.

DATED: July 25, 2012.

Jameson D. Shew, Clerk

**KANSAS REGISTER**

DOCUMENT NO. \_\_\_\_\_

(Above space for Register Office Use)

Submission Form  
Municipal Bond Sale Notice  
(K.S.A. 10-106 as amended)

TITLE OF DOCUMENT NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT]  
Re: Douglas County, Kansas, General Obligation Bonds, Series 2012-E, Dated September 5, 2012.

NUMBER OF PAGES 1 DESIRED PUBLICATION DATE: **AUGUST 2, 2012**

BILL TO: Ms. Sarah Plinsky  
Assistant County Administrator  
Douglas County Courthouse  
1100 Massachusetts,  
Lawrence, Kansas 66044

Please forward 3 Affidavits of Publication of same to Ms. Robyn R. Dunlap, Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, KS 67202 at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME ROBYN R. DUNLAP PHONE (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.



\_\_\_\_\_  
Authorized Signature

Robyn R. Dunlap  
Typed Name of Signer

Senior Legal Assistant  
Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612  
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: [nancyr@kssos.org](mailto:nancyr@kssos.org)

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<b>ISSUER'S COUNSEL</b>	<b>PAYING AGENT</b>
<p>STEVENS &amp; BRAND, L.L.P. 900 Massachusetts, Suite 500 P.O. Box 189 Lawrence, Kansas 66044-0189 Telephone: (785) 843-0811 Fax: (785) 843-0341</p> <p><b>Evan H. Ice, Esq.</b> E-mail: <a href="mailto:EIce@stevensbrand.com">EIce@stevensbrand.com</a></p>	<p>TREASURER OF THE STATE OF KANSAS Landon State Office Building 900 Southwest Jackson, Suite 201 Topeka, Kansas 66612-1235 Telephone: (785) 296-4148 Fax: (785) 296-7950</p> <p>Ms. Carmen J. Klopping, Director of Bond Services E-mail: <a href="mailto:carmen@treasurer.state.ks.us">carmen@treasurer.state.ks.us</a></p>
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<p>PIPER JAFFRAY &amp; CO. 11150 Overbrook Road, Suite 310 Leawood, Kansas 66211-2298 Telephone: (913) 345-3351 Fax: (913) 345-3393</p> <p><b>Mr. Greg Vahrenberg, Managing Director</b> Telephone: (913) 345-3374 E-mail: <a href="mailto:Gregory.m.vahrenberg@pjc.com">Gregory.m.vahrenberg@pjc.com</a></p>	