

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

## WEDNESDAY, OCTOBER 30, 2013

4:00 p.m.

### CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider and approve the 2014-2015 Behavioral Health Budget (Deborah Ferguson)
- (c) Consider resolution reappointing the District Coroner and Deputy District Coroners for the Seventh Judicial District for a four-year term commencing on October 30, 2013 (Sarah Plinsky);
- (d) Consider a resolution scheduling a public hearing to consider the proposed sale of the former ambulance building, located at 225 Maine Street, to Lawrence Memorial Hospital (Craig Weinaug)
- (e) Consider recommendation for vehicle and equipment purchase for public works (Jackie Waggoner/Doug Stephens); and
- (f) Consent Agenda approval of Site Plan Agreement, and Agreements Not to Protest inclusion in benefit district for improvements along 25<sup>th</sup> Street and E 1700 Road, all associated with development of a new Public Works facility (Keith Browning).

### REGULAR AGENDA

- (2) Consider approval for County Clerk to approve adoption of Baldwin City Resolution 2013-16 determining the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction, installation and equipping of a commercial facility to be located in Baldwin City, Douglas County and City of Lawrence. (Craig Weinaug)
  
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments  
**Building Code Board of Appeals (1) position 12/2013**  
**Douglas County Senior Services Board (1) position 12/2013**
- (c) Public Comment
- (d) Miscellaneous
  
- (4) Adjourn

## WEDNESDAY, NOVEMBER 6, 2013 (4:00 p.m. only)

4:00 P.M.

Presentation by KDA/DWR of new flood insurance rating from CRS (Credit Rating System) for Douglas County property owners in the unincorporated areas (Linda Finger)

Study Session with County Zoning & Codes Dept. and the Planning & Development Services Dept. on planning issues related to the Zoning Regulations and amendments/revisions to these regulations.

## WEDNESDAY, NOVEMBER 13, 2013 (light meeting)

## WEDNESDAY, NOVEMBER 20, 2013

## WEDNESDAY, NOVEMBER 27, 2013 (Cancelled)

## WEDNESDAY, DECEMBER 4, 2013

-Presentation on BW-12 (Biggert-Waters Flood Insurance Reform Act of 2012) adopted Congress in 2012 that takes effect this year and next year. The purpose, implementation and impacts of this act on owners of property within the FEMA regulatory floodplain will be presented by Robert Butler from FEMA Region VII office." (Linda Finger)

*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.*

**From:** CC - Jerome, Dee  
**Sent:** Monday, October 21, 2013 4:05 PM  
**To:** AD - Crabtree, Robin  
**Subject:** Request for Placement/Agenda Item for 10/30/13 County Commission Meeting  
**Attachments:** Master Behavioral Health Budget Spreadsheet.xlsx

**Attn: Robin Crabtree**

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TO: Craig Weinaug  
FROM: Deborah Ferguson, Director  
RE: Agenda Item – 10/30/31

Please find attached the proposed Behavioral Health Budget for your review. The Kansas Department of Corrections does not foresee agencies returning any funds and the award money should allow for the position to be filled for at least 12 months. Based on our award of \$74,059.57, our agency has budgeted this position through December 2014. This will also depend on the selected applicant's need for health insurance and if they are eligible for longevity, as these amounts are estimates.

Should you have any questions you may contact me by email or phone. The budget also requires the signatures of the Advisory Board Chair and the Chair of the County Commissioner's signature. This item is due to KDOC by Thursday, October 31<sup>st</sup>.

Thank You

**Deborah L. Ferguson, Director**  
Douglas County Community Corrections  
111 E. 11th, Unit #3  
Lawrence, Kansas 66044  
Office: 785-832-5342  
Fax: 785-330-2800  
[dferguson@douglas-county.com](mailto:dferguson@douglas-county.com)



*Wherever a person turns they can find someone who needs a helping hand. Even if it is a little thing...do something for which there is no pay - but the privilege of just doing it.*

2014 - 2015

BEHAVIORAL HEALTH BUDGET NARRATIVE

AGENCY NAME

Please attach a Budget Summary to this document

**PERSONNEL SECTION**

**1A PERSONNEL-PROGRAM PROVIDER**

Name	Salary Detail	Salary	BH Percent	Subtotal	Totals
Program Provider	Full-time Employment	46,914.40	100.00%	46,914.40	46,914.40
			100.00%	0.00	0.00
			100.00%	0.00	0.00

**TOTAL SALARY 46,914.40**

Name	Benefits Detail	Salary etc	BH Percent	Subtotal	Name Total	Totals
Program Provider		46,914.40			22,186.17	22,186.17
	FICA Social Security	46,914.40	6.20%	2,908.69		
	FICA Medicare	46,914.40	1.45%	680.26		
	KPERS (Retirement Benefits)	46,914.40	9.24%	4,334.89		
	State Unemployment	46,914.40	0.37%	173.58		
	State Workman's Comp	46,914.40	4.82%	2,261.27		
	Health Insurance	10,827.48	100.00%	10,827.48		
	Life Insurance	0.00	100.00%	0.00		
	Longevity (\$40 x 25 years)	1,000.00	100.00%	1,000.00		
	(Please Specify)	0.00	100.00%	0.00		
0		0.00			0.00	0.00
	FICA Social Security	0.00	6.20%	0.00		
	FICA Medicare	0.00	1.45%	0.00		
	KPERS (Retirement Benefits)	0.00	4.00%	0.00		
	State Unemployment	0.00	1.00%	0.00		
	State Workman's Comp	0.00	1.00%	0.00		
	Health Insurance	0.00	100.00%	0.00		
	Life Insurance	0.00	100.00%	0.00		
	Longevity	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		
0		0.00			0.00	0.00
	FICA Social Security	0.00	6.20%	0.00		
	FICA Medicare	0.00	1.45%	0.00		
	KPERS (Retirement Benefits)	0.00	4.00%	0.00		
	State Unemployment	0.00	1.00%	0.00		
	State Workman's Comp	0.00	1.00%	0.00		
	Health Insurance	0.00	100.00%	0.00		
	Life Insurance	0.00	100.00%	0.00		
	Longevity (50 per year X 10 yrs)	0.00	100.00%	0.00		
	(Please Specify)	0.00	100.00%	0.00		

**TOTAL BENEFITS 22,186.17**

**1A TOTAL PERSONNEL 69,100.57**

Personnel Category Comments: Full-time (40 hrs week)/benefits. First six months of salary \$19.27/hour (one additional pay period-May 2014) & then step increase to \$19.76/hour (one additional pay period-October 2014). Insurance/longevity are estimates depending on selected applicant.						
<b>TOTAL PERSONNEL SECTION</b>						
						<b>69,100.57</b>
<b>AGENCY OPERATIONS SECTION</b>						
<b>2A</b>	<b>TRAVEL CATEGORY</b>					
		Details	BH Percent	Subtotal		Totals
	Essential expenses for travel		500.00	100.00%	500.00	500.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
<b>2A</b>	<b>TOTAL TRAVEL CATEGORY</b>					<b>500.00</b>
Travel Category Comments:Essential expenses for travel related to the Program Provider position.						
<b>2B</b>	<b>TRAINING CATEGORY</b>					
		Details	BH Percent	Subtotal		
	Essential expenses for training		1,000.00	100.00%	1,000.00	1,000.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
<b>2B</b>	<b>TOTAL TRAINING CATEGORY</b>					<b>1,000.00</b>
Training Category Comments:Essential expenses for training, to include training related to alcohol/drugs and life skills. This will include SAP training located in Ellsworth, Kansas, cognitive skills certification training and possibly ACMS certification training.						
<b>2C</b>	<b>OFFICE SETUP CATEGORY</b>					
		Details	BH Percent	Subtotal		
	Computer		959.00	100.00%	959.00	959.00
	File Cabinet		1,000.00	100.00%	1,000.00	1,000.00
	Book Shelf		500.00	100.00%	500.00	500.00
			0.00	100.00%	0.00	0.00
			0.00	100.00%	0.00	0.00
<b>2C</b>	<b>TOTAL OFFICE SETUP CATEGORY</b>					<b>2,459.00</b>
Office Setup Category Comments:Agency has no computer available for the Program Provider. Computer will be utilized to collect data, documentation, reports, etc. In addition, file cabinet and book shelf.						

2D	GROUP SUPPLIES CATEGORY	Details		BH Percent	Subtotal		
	Essential office supplies		700.00	100.00%	700.00		700.00
	Projector		300.00	100.00%	300.00		300.00
			0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>2D</b>	<b>TOTAL GROUP SUPPLIES CATEGORY</b>						<b>1,000.00</b>
Group Supplies Category Comments: Essential supplies/materials needed to facilitate classes.							
<b>TOTAL AGENCY OPERATIONS SECTION</b>							<b>4,959.00</b>
<b>CONTRACTS/CLIENT SERVICES SECTION</b>							
3A	MENTAL HEALTH CATEGORY	Details		BH Percent	Subtotal		Totals
	Evaluations		0.00	100.00%	0.00		0.00
	Medication		0.00	100.00%	0.00		0.00
	Treatment/Groups (Includes Co-Pays)		0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>3A</b>	<b>TOTAL MENTAL HEALTH CATEGORY</b>						<b>0.00</b>
Mental Health Category Comments:							
3B	SUBSTANCE ABUSE CATEGORY	Details		BH Percent	Subtotal		
	Evaluations		0.00	100.00%	0.00		0.00
	Medication		0.00	100.00%	0.00		0.00
	Treatment/Groups/Detox (Includes Co-Pays)		0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>3B</b>	<b>TOTAL SUBSTANCE ABUSE CATEGORY</b>						<b>0.00</b>
Substance Abuse Category Comments:							
3C	SEX OFFENDER CATEGORY	Details		BH Percent	Subtotal		
	Evaluations		0.00	100.00%	0.00		0.00

	Treatment/Groups (Includes Co-Pays)		0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>3C</b>	<b>TOTAL SEX OFFENDER CATEGORY</b>						<b>0.00</b>
Sex Offender Category Comments:							
<b>3D</b>	<b>CONTRACT PERSONNEL CATEGORY</b>	<b>Details</b>		<b>BH Percent</b>	<b>Subtotal</b>		
	Care Coordinator		0.00	100.00%	0.00		0.00
	Peer Support Specialist		0.00	100.00%	0.00		0.00
	Recovery Coach/Peer Mentor		0.00	100.00%	0.00		0.00
	Recovery Specialist		0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>3D</b>	<b>TOTAL CONTRACT PERSONNEL CATEGORY</b>						<b>0.00</b>
Contract Personnel Category Comments:							
<b>3E</b>	<b>OTHER SERVICES CATEGORY</b>	<b>Details</b>		<b>BH Percent</b>	<b>Subtotal</b>		
	BIP Evaluations		0.00	100.00%	0.00		0.00
	BIP Treatment/Groups (Includes Co-Pays)		0.00	100.00%	0.00		0.00
	DV & Anger Management Tx/Groups (Includes Co-Pays)		0.00	100.00%	0.00		0.00
			0.00	100.00%	0.00		0.00
<b>3E</b>	<b>TOTAL OTHER SERVICES CATEGORY</b>						<b>0.00</b>
Other Services Category Comments:							
<b>TOTAL CONTRACTS/CLIENT SERVICES SECTION</b>							<b>0.00</b>
<b>TOTAL BEHAVIORAL HEALTH AWARD</b>							<b>74,059.57</b>

RESOLUTION NO. 13-\_\_\_\_\_

**A RESOLUTION REAPPOINTING THE DISTRICT CORONER AND DEPUTY DISTRICT CORONERS FOR THE SEVENTH JUDICIAL DISTRICT FOR A FOUR-YEAR TERM COMMENCING ON NOVEMBER 1, 2013**

**WHEREAS**, K.S.A. 22a-226, as amended, authorizes the Board of County Commissioners to appoint the district coroner; and

**WHEREAS**, K.S.A. 22a-226, as amended, authorizes the Board of County Commissioners to confirm the appointment of deputy coroners and special deputy coroners;

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

**Section 1.** The Board of County Commissioners hereby reappoints Eric Mitchell, M.D., as the District Coroner for the Seventh Judicial District of the State of Kansas.

**Section 2.** The Board of County Commissioners hereby confirms the reappointment of Atlaf Hossain, M.D., and the appointment of Charles Glenn, M.D. as Deputy District Coroners for the Seventh Judicial District of the State of Kansas.

**Section 3.** Both the District Coroner and the Deputy Coroners shall be appointed to a four-year term which commenced on November 1, 2013.

ADOPTED this 30th day of October, 2013.

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

\_\_\_\_\_  
Mike Gaughan, Chair

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

ATTEST:

\_\_\_\_\_  
Jim Flory, Member

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

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## MEMORANDUM

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**TO: Board of County Commissions**  
**FROM: Evan Ice, County Counselor**  
**DATE: October 23, 2013**  
**RE: Proposed Sale of Former Ambulance Building**

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### BACKGROUND:

As a result of discussions between Craig Weinaug and Gene Meyer, the Board of Trustees of Lawrence Memorial Hospital voted to purchase the former ambulance building at 225 Maine for \$325,000.

### NEED FOR RESOLUTION AND PUBLIC HEARING:

Before the Board of County Commissioners can consider selling the former ambulance building, the Board must hold a public hearing and allow public participation.

Enclosed with this Memorandum is a proposed Resolution that the Board can consider adopting. If the Resolution is adopted as presented, the Board will hold a public hearing on November 20, 2013 to take public comment and allow public participation on the matter. The entire Resolution need not be published, but the form of legal publication contained in Exhibit A should be **published one time between November 6, 2013 and November 13, 2013.**

A copy of the proposed real estate contract is also enclosed. The Board should not take action on the proposed contract on October 30, 2013, but should make the proposed contract available to anyone who requests to see it. The Board will consider the proposed contract on November 20, 2013. At the conclusion of the November 20, 2013 public hearing, the Board can authorize the Chair to sign the contract and all closing documents. I will provide a proposed Commission Order before the November 20 meeting.

### SUGGESTED ACTION:

Adopt the proposed Resolution and schedule a public hearing for November 20, 2013.



**RESOLUTION NO. 13-30**

**A Resolution of the Board of County Commissioners of Douglas County, Kansas, Adopted Pursuant to K.S.A. 19-211(b), Establishing an Alternate Methodology for Disposal of Certain Douglas County Property**

**WHEREAS**, K.S.A. 19-211(b) provides that the Board of County Commissioners of Douglas County, Kansas (hereinafter the "Board") may, in lieu of the following procedures established in K.S.A. 19-211(a) for the disposal of property, adopt a Resolution to establish an alternate methodology for disposal of property.

**WHEREAS**, Douglas County, Kansas, by and through the Board, owns a former ambulance building located at 225 Maine, Lawrence, Kansas, including the real estate legally described as follows:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2<sup>nd</sup> and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E., along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning,

(the "Real Estate").

**WHEREAS**, the Board desires to consider entering into a Real Estate Agreement with Lawrence Memorial Hospital ("LMH") that will, if all conditions are satisfied, result in the Board's conveying fee title of the Real Estate to LMH for the sum of \$325,000.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, SITTING IN REGULAR SESSION AND INTENDING TO EXERCISE ITS POWERS PURSUANT TO K.S.A. 19-211(b), DOES HEREBY RESOLVE AS FOLLOWS:

1. Methodology for Disposal of Specific Property. The Board adopts the following methodology with respect to its potential disposal of the Real Estate:

a. The property proposed to be sold or disposed of is the Real Estate described above in the Recitals.

b. The proposed method of sale or disposition of the Real Estate shall involve entering into a Real Estate Agreement with LMH that will, if all conditions are satisfied, result in the Board's conveying fee title to the Real Estate LMH for the lump sum of \$325,000.

c. Public comment and public participation in the sale or disposition of the Real Estate shall be permitted and will be received and considered at a public hearing and allow public participation to be held on November 20, 2013, commencing at 4:00 p.m.

d. After conclusion of the public hearing, the Board will make a determination whether to take formal action to enter into the Real Estate Agreement, considering such matters as the Board determines relevant, including but not limited to LMH's mission and its proposed use of the Real Estate for hospital purposes or otherwise provide a benefit to Douglas County and its residents.

e. The Board's decision to dispose of the Real Estate must be made unanimously by all three members of the Board.

f. The County Administrator shall cause a Notice of Public Hearing and Public Participation to be published one time in the official County newspaper no more than 14 and no less than 7 days before the date of the public hearing, in accordance with the form provided in Exhibit A.

2. Effective Date. This Resolution shall take effect and be in force from and after its adoption.

IN WITNESS WHEREOF, the foregoing Resolution was adopted on October 30, 2013.

BOARD OF COUNTY COMMISSIONERS OF  
DOUGLAS COUNTY, KANSAS

\_\_\_\_\_  
Mike Gaughan, Chair

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

\_\_\_\_\_  
Jim Flory, Commissioner

ATTEST:

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

**Exhibit A**  
**Form of Legal Publication**

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NOTICE OF PUBLIC HEARING AND PUBLIC PARTICIPATION

TO ALL PERSONS:

Please take notice that pursuant to Resolution No. 13-30, adopted pursuant to K.S.A. 19-211(b), the Board of County Commissioners of Douglas County, Kansas (the "Board") will consider entering into a Real Estate Agreement with Lawrence Memorial Hospital ("LMH") that will, if all conditions are satisfied, result in the Board's conveyance to LMH of fee title to the described real estate:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2<sup>nd</sup> and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E, along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning,

(the "Real Estate") for the sum of \$325,000. A copy of the proposed Real Estate Agreement is available for inspection at the office of the Douglas County Clerk, 1100 Massachusetts St., Lawrence, Kansas.

A public hearing will be held at 4:00 p.m. on November 20, 2013, at which time the Board will discuss and receive public comments and allow public participation concerning the foregoing. The public hearing will be held in the Commission meeting room on the second floor of the Douglas County Courthouse, at 1100 Massachusetts, Lawrence, Kansas.

After conclusion of the public hearing, the Board will make a determination whether to take formal action to enter into the Real Estate Agreement, considering such matters as the Board determines relevant, including but not limited to LMH's mission and its proposed use of the Real Estate for hospital purposes or otherwise provide a benefit to residents of Douglas County.

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**[Notice to Publisher: Publish one time, no more than 14 and no less than 7 days before said hearing. Send 2 proofs of publication to County Administrator, Douglas County Courthouse, 11<sup>th</sup> and Massachusetts, Lawrence, KS 66044.]**

## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the **Board of County Commissioners, Douglas County, Kansas** ("Seller"), and the **Board of Trustees of Lawrence Memorial Hospital**, an instrumentality of the City of Lawrence, Douglas County, Kansas ("Buyer").

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property and the improvements situated thereon on the terms and conditions hereinafter more fully set out.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Property.** Subject to the terms and the provisions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the real estate and the improvements located on such real estate commonly known as 225 Maine Street, Lawrence, Kansas, and legally described as follows:

Parts of Lots 55, 56, 57, 58, and 60, in Block 11, West Lawrence, an Addition in the City of Lawrence, Douglas County, Kansas, more particularly described as follows:

Commencing at the centerlines of 2nd and Maine Streets in the City of Lawrence, Kansas, thence S. 0°00' E, along the centerline of Maine Street, 213.42 feet, thence N. 90° 00' W., 124.77 feet to the point of beginning, thence S. 44° 51' 45" W., 85.87 feet, thence S. 0° 05' 24" E., 49.37 feet, thence S. 89° 57' 12" W., 69.41 feet, thence N. 0° 02' 48" W., 110.0 feet, thence N. 89° 51' 45" E., 130.0 feet to the point of beginning;

together with all improvements located thereon and fixtures thereto (referred to herein in the aggregate as the "Property").

2. **Price.** The total purchase price (the "Purchase Price") for the Property shall be **\$325,000.00**. The Purchase Price, after all adjustments provided for in other sections of this Contract, shall be paid and delivered to the Title Company (defined hereinafter) at or before the Closing (defined hereinafter).

3. **Title Insurance.**

(a) Within fourteen (14) days after the date hereof, Seller shall deliver to Buyers a title commitment for an owner's policy of title insurance (the "Title Commitment") respecting the Property issued by a title insurance company reasonably acceptable to Buyer (the "Title Company"). The Title Commitment shall reflect the Title Company's obligation to issue

on the Closing Date (defined hereafter) an owner's policy of title insurance in the amount of the Purchase Price insuring in Buyer good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, conditions, or restrictions, except as otherwise specified herein (the "Title Policy").

(b) Should Buyer notify Seller of any matter contained in the Title Commitment affecting title to the Property to which Buyer objects, Seller shall have until the Closing Date to correct such defect. If Seller does not correct all such defects by the Closing Date, Buyer shall have the right (but not the obligation) to: (i) accept title to the Property subject to such matters; (ii) grant an extension of time to cure said matters; or (iii) cancel and terminate this Contract and receive a refund of all sums paid to Seller or deposited with the Title Company pursuant to this Contract.

4. **Physical Inspections.**

(a) Buyer may, from the effective date of this Contract until the Closing Date (the "Inspection Period"), make an inspection of the Property and any portions thereof, which inspections may include the following: appliances, plumbing, electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and exterior components, any walls, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or environmental concerns (including lead-based paint, mold and radon), or any other physical characteristics of the Property. Seller shall provide Buyer reasonable access to the Property to conduct the inspections and any re-inspections; provided that, Buyer shall be responsible for any damage to the Property resulting from any inspections.

(b) Buyer shall have until the end of the Inspection Period to notify Seller of any physical defects to or conditions of the Property which are unacceptable to Buyer. Seller shall have until the Closing Date to correct such defects or conditions. If Seller does not correct any or all of such defects or conditions by the Closing Date, Buyer shall have the right (but not the obligation) to: (i) accept the Property with such defects or conditions; (ii) grant an extension of time to cure said matters; or (iii) cancel and terminate this Contract and receive a refund of all sums paid to Seller or deposited with the Title Company pursuant to this Contract.

(c) Notwithstanding anything herein to the contrary, Seller makes no warranties, representations or statements about any legal documents, records, files, or information provided to Buyer, nor any physical items and conditions relating to the Property including, but not limited to any environmental conditions on the Property. No agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller. If this transaction closes and Buyer purchases the Property, Buyer is purchasing the Property "**AS IS**" and "**WHERE IS**," and it acknowledges and agrees that it relies upon no warranties, representations or statements by Seller or any other persons for Seller in entering into this Contract or in closing the transaction described herein, other than those warranties, if any, which are specifically set forth in this Contract.

5. **Prorations.** Seller shall pay all real estate taxes, if any, insurance premiums, installments of special assessments, and any other ordinary expenses (other than utilities) relating

to the Property that become due prior to Closing. Buyer shall pay all utility expenses relating to the Property that become due prior to Closing. Buyer shall pay all such costs and expenses becoming due after the Closing. The following items shall be prorated between Seller and Buyer as of the Closing: all general state, county and local real estate taxes and any installments of special assessments for the year of Closing, if any, on the basis of that year's (or, if the same are unavailable, the previous years') tax and assessment figures.

6. **Closing.** The closing of this transaction shall take place on or before that date which is thirty (30) days after the Effective Date (the "Closing" or the "Closing Date"), at the offices of the Title Company or at such other place or time as the parties may mutually agree. At the Closing:

(a) The Seller shall deliver to the Buyer a special warranty deed (the "Deed") for the Property, in recordable form so as to vest in Buyer a good fee simple marketable title, subject only to those items which may appear as exceptions on the Commitment which are acceptable to Buyer by virtue of, or pursuant to the procedure outlined in Section 3 above;

(b) Buyer shall deliver the Purchase Price;

(c) The parties shall jointly sign and deliver a closing statement; and

(d) Seller shall pay for the premium for the Title Policy. Buyer shall pay for recording the Deed and recording any other documents related to Buyer's financing (if any) regarding the purchase of the Property. Seller and Buyer shall evenly split any other administrative or transaction fees charged by the Title Company.

7. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date.

8. **Default.** If Seller has performed its obligations under this Contract, and if at any time Buyer defaults in performing its obligations under this Contract, then in such event Seller shall have the right to pursue any available right or remedy under Kansas law. If Buyer has complied with all of its obligations under this Contract, and if at any time Seller defaults in the performance of its obligations under this Contract, then in such event Buyer shall have the right to pursue any available right or remedy under Kansas law.

9. **Damage.** Seller hereby agrees to maintain fire and other casualty insurance on the Property until the Closing Date. If at any time prior to the Closing Date any part of the Property or improvements thereon shall be damaged or destroyed, Seller shall promptly give written notice thereof to the Buyer generally describing the nature and extent of such damage. In such event, the Closing Date then in effect shall automatically be extended, without notice or the payment of consideration, until the thirtieth (30th) day after Buyer is notified of the amount of the insurance proceeds to be paid with respect to such damage, if any. Until such date, Buyer shall have the option, exercisable by written notice to Seller, to: (a) rescind this Contract, whereupon the earnest money and all other sums paid to Seller or deposited in escrow shall be refunded to Buyer and thereupon Seller and Buyer shall be relieved of all further liability hereunder; or (b) proceed with the performance of this Contract. If Buyer elects to proceed with the performance of this Contract, Buyer shall be entitled to a credit against the Purchase Price for

all insurance proceeds payable to the Seller on account of the subject (if the amount of such proceeds has been determined) or an assignment of all future proceeds for claims), as the case may be.

10. **Notices.** All notices which are required to be given hereunder shall be sufficiently given if delivered in person, sent by messenger, overnight courier or certified United States mail, return receipt requested, to the party for whom intended at the address of such party as follows (or at such other address of which such party shall have given written notice in the manner provided herein):

If to Buyer:                   Lawrence Memorial Hospital  
  Attn. CEO  
  325 Maine Street  
  Lawrence, Kansas 66044

With a copy to:               David E. Waters  
  Lathrop & Gage LLP  
  10851 Mastin Blvd., Suite 1000  
  Overland Park, Kansas 66210

If to Seller:                   Douglas County  
  Attn. Craig Weinaug  
  1100 Massachusetts St.  
  Lawrence, Kansas 66044

With a copy to:               Evan Ice  
  Stevens & Brand, L.L.P.  
  900 Massachusetts Street, Suite 500  
  Lawrence, Kansas 66044

Notices shall be deemed given on the date delivered in person or by messenger or on the date deposited with the United States mail or overnight courier service, as the case may be. When a date specified herein falls upon a Saturday, Sunday or national holiday, the following Monday or the day after such holiday shall be used for purposes of this Contract.

11. **Commissions.** Buyer and Seller represent that no broker or agent has participated in any manner in the negotiation of this Contract on behalf of Buyer or Seller, and that any sales commission validly claimed by any broker or agent or any third party claiming under an agreement with Buyer or Seller, respectively, shall be the sole responsibility of the party against which any such claim is made.

12. **Miscellaneous.** Time is of the essence of this Contract. This Contract contains the entire agreement of the parties, and may be amended only by further written documents signed by each of the parties. If any provisions of this Contract are held invalid or unenforceable, the invalidity or unenforceability shall be limited to the provisions involved, and shall not affect the validity or enforceability of remaining provisions. The provisions of this Contract shall survive the Closing. The captions of the sections of this Contract shall have no legal significance. The rule that a document is construed against the drafting party shall have no



application to the interpretation of this Contract. This Contract shall be construed and governed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

**SELLER:**

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

**BUYER:**

**BOARD OF TRUSTEES OF  
LAWRENCE MEMORIAL HOSPITAL**

By (Sign): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By (Sign): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

### Division of Purchasing

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5286 Fax (785) 838-2480  
www.douglas-county.com

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MEMO TO: The Board of County Commissioners  
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Consider Recommendations of Equipment for Public Works

DATE: October 25, 2013

Public Works has funds allocated in equipment reserve to purchase three trucks, one Ford F-450 crew cab truck with a plow and spreader, and two Ford F-450 regular cabs equipped with a spray rig. All replacements will be sold through our online auction.

The one crew cab is used daily to transport crews and materials to various jobsites, and perform snow and ice control in winter months. The new truck will replace a 2008 Ford F-450 with approximately 90,000 miles. The existing truck is experiencing numerous mechanical problems. The new truck will be equipped with a new plow and staff intends to remove and reinstall the existing spreader.

The two Ford F-450 regular cab trucks will replace two F-350 pickup trucks both equipped with a spray rig to treat noxious weeds during the summer months. During the other months the parks and noxious weeds division uses the trucks at various jobsites. One of the existing trucks is a 2003 model F-350 with 131,000 miles and the other is a 2007 model with approximately 100,000 miles. One of the existing spray rigs will be removed and placed on a new truck, and we request to purchase one new spray rig. The cost for the spray rigs would be made through a sole source provider, Fairbank Equipment.

The Ford F-450 trucks are available on the 2013 MACPP regional cooperative vehicle contracts. The trucks were awarded to Shawnee Mission Ford and will be 2014 models at the 2013 prices. Shawnee Mission Ford provided pricing for the special equipment (plow) which is not available under the MACPP cooperative contract, but is available through a piggyback clause with KCMO with their awarded contractor American Equipment. The attached purchase orders summarize our cost.

Our intent is to order all equipment needed (including special equipment from American Equipment) directly through Shawnee Mission Ford. The spray rig equipment will be ordered through Fairbank Equipment. Doug Stephens and I will be available at the meeting to answer any questions you may have.

**RECOMMENDATION:** The Board of County Commissioners approves the following purchases:

Shawnee Mission Ford:	\$136,836.00
Fairbank Equipment:	<u>\$ 17,719.39</u>
<b>TOTAL COST</b>	<b>\$154,555.39</b>

**DOUGLAS COUNTY, KANSAS**

PURCHASE ORDER NO. 940482

10/25/2013

Vendor Name/Address:

Shawnee Mission Ford  
 11501 W. Shawnee Mission Pkwy.  
 Shawnee, KS 66203  
 Contact: Jay Cooper (913) 248-2287

Deliver To:

Douglas County Public Works  
 711 E. 23rd Street  
 Lawrence, KS 66044  
 Contact: Doug Stephens & Gary Koehler (785) 331-1330

Delivery: 90-120 Days

Bill To:

Douglas County Purchasing  
 1100 Massachusetts  
 Lawrence, KS 66044-3064  
 Contact: Jackie Waggoner (785) 832-5286

BOCC Approved 10/30/2013

Fund	Dept	Acct	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply with MACPP specifications and contract terms & conditions: Contract #2012-117-7			
				2014 Ford F-450 Regular Cab			\$26,700.00
			1	4x4 (4H)			\$2,800.00
			1	Crew Cab 60" CA (W4) (Cab "C")			\$3,400.00
			1	Black Nerf Bars (DI)			\$300.00
			1	Snow Plow Prep (473)			\$85.00
			1	Electric Brake Controller (52B)			\$200.00
			1	4.88 Limited Slip (X8L)			\$325.00
			1	Premium Care 6 Years/125,000 Miles			\$3,865.00
			1	Floor Mats			\$100.00
			1	PTO Provision (62R)			Included
			1	Extra Key (simply key)			\$2.00
				Exterior: Yellow			\$600.00
				Interior:			
				American Equipment: snowplow; quote #101713/90RK - KCMO Contract			\$24,047.00
				<b>TOTAL</b>			<b>\$62,424.00</b>

Approved By: \_\_\_\_\_

Jackie Waggoner, Purchasing Director

Date: 10/31/2013

**DOUGLAS COUNTY, KANSAS**

PURCHASE ORDER NO. 940482

10/25/2013

Vendor Name/Address:

Shawnee Mission Ford  
 11501 W. Shawnee Mission Pkwy.  
 Shawnee, KS 66203  
 Contact: Jay Cooper (913) 248-2287

Deliver To:

Douglas County Public Works  
 711 E. 23rd Street  
 Lawrence, KS 66044  
 Contact: Doug Stephens & Gary Koehler (785) 331-1330

Bill To:

Douglas County Purchasing  
 1100 Massachusetts  
 Lawrence, KS 66044-3064  
 Contact: Jackie Waggoner (785) 832-5286

Delivery: 90-120 Days

BOCC Approved 10/30/2013

Fund	Dept	Acct	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply with MACPP specifications and contract terms & conditions: Contract #2012-117-7			
			2	2014 Ford F-450 Regular Cab 60" CA 6.8L V-10 Gas		\$26,700.00	\$53,400.00
			2	4x4 (4H)		\$2,800.00	\$5,600.00
			2	Black Nerf Bars (DI)		\$300.00	\$600.00
			2	Vinyl Bucket Seats (LS)		\$450.00	\$900.00
			2	Electric Brake Controller (52B)		\$200.00	\$400.00
			2	Max Traction Tires (TGB)		\$200.00	\$400.00
			2	4.88 Limited Slip (X8L)		\$325.00	\$650.00
			2	Premium Care 6 Years/125,000 Miles		\$3,170.00	\$6,340.00
			2	Floor Mats		\$100.00	\$200.00
			1	Service Manual			\$200.00
			2	Extra Key (simply key)		\$2.00	\$4.00
				Exterior: White			
				Interior:			
			2	American Equipment: quote #100413/9RK - KCMO Contract		\$2,859.00	\$5,718.00
				<b>TOTAL</b>			<b>\$74,412.00</b>

Approved By: \_\_\_\_\_

Jackie Waggoner, Purchasing Director

Date: 10/31/2013

**DOUGLAS COUNTY, KANSAS**

PURCHASE ORDER NO. 940483

10/25/2013

Vendor Name/Address:

Fairbank Equipment - Wichita Branch  
 3700 Jewell  
 Wichita, KS 67213-0237  
 Contact: Paul Kear (316) 943-2247

Deliver To:

Douglas County Public Works  
 711 E. 23rd Street  
 Lawrence, KS 66044  
 Contact: Doug Stephens & Gary Koehler (785) 331-1330

Bill To:

Douglas County Purchasing  
 1100 Massachusetts  
 Lawrence, KS 66044-3064  
 Contact: Jackie Waggoner (785) 832-5286

Delivery:

BOCC Approved 10/30/2013

Fund	Dept	Acct	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
			1	New Spray Rig Equipment; Quote S1739503 dated 10/22/2013			\$14,512.25
			1	Remove Existing Spray Rig and Install on New Truck; Quote S1739506 dated 10/22/2013			\$3,207.14
				Tax Exempt K.S.A. 79-3606			
				<b>TOTAL</b>			<b>\$17,719.39</b>

Approved By: \_\_\_\_\_  
 Jackie Waggoner, Purchasing Director

Date: 10/31/2013



## 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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : October 24, 2013

Re : Consent Agenda approval of planning documents  
New Public Works facility

As part of the planning process for the new Public Works facility, the City of Lawrence requires Douglas County sign three documents:

1. Site Plan Performance Agreement
2. Agreement Not to Protest inclusion in benefit district for sidewalks along 25<sup>th</sup> Street
3. Agreement Not to Protest inclusion in benefit district for sidewalks and street improvements on E 1700 Road

By signing the site plan performance agreement, the BoCC stipulates we will complete the improvements in compliance with the site plan approved by the City Commission.

By signing the two Agreements Not to Protest, the BoCC stipulates we will not protest inclusion in a benefit district for improvements to 25<sup>th</sup> Street along our north property line or E 1700 Road along our east property line.

Action Required: Consent Agenda approval of Site Plan Agreement, and Agreements Not to Protest inclusion in benefit district for improvements along 25<sup>th</sup> Street and E 1700 Road, all associated with development of a new Public Works facility. The BoCC Chair should sign each document.

SITE PLAN PERFORMANCE AGREEMENT

The undersigned owners of the property located at 3700 Franklin Park Circle, and generally described as "Lot 1, Block 1, Douglas County Public Works Addition, an addition to the City of Lawrence, Douglas County, Kansas" and project known as Douglas County Public Works Facility have requested approval of a site plan for certain improvements to be made thereon, do hereby agree and covenant that said improvements will be made in complete compliance and in accordance with the requirements of the laws of the City of Lawrence, Kansas, and the duly enacted regulations of said City covering and controlling construction and improvements of real property within the City jurisdiction of said City.

Therefore, in consideration of the granting of this site plan approval, the undersigned owner agrees to, both for himself/or itself and his/or its heirs, executors, administrators and assigns to complete said improvements in accordance with the site plan approved by the Lawrence City Commission. The owner affirmatively acknowledges that he/or it is fully knowledgeable of the content and meaning of this agreement and being so informed agrees that no permanent utility hook-ups will be approved by the Building Inspector until full compliance with the site plan has been accomplished. The parties to this agreement covenant and agree that the seasons of the year and adverse weather conditions shall be given reasonable consideration in determining the period of time for landscaping, provided that the owners post an appropriate cash bond, surety bond, or letter of credit to cover such landscaping.

If the owner chooses to guarantee performance with this agreement, it will become a note on the face of the site plan and a recordable copy will be filed with the Register of Deeds Office.

Dated at Lawrence, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Applicant/Owner (signature)

\_\_\_\_\_  
Name & Title (printed)

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

STATE OF \_\_\_\_\_ )  
  :SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
My Commission Expires

Site Plan approved by Planning Director on \_\_\_\_\_, 2013.

Performance agreement accepted/signed on \_\_\_\_\_, 2013.

City of Lawrence, Kansas  
a Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
**Mike Dever**  
Mayor

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

STATE OF \_\_\_\_\_ )  
  :SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
My Commission Expires

## AGREEMENT

**THIS** Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and the Board of County Commissioners of Douglas County, Kansas, a Kansas county.

## RECITALS

- A.** The Board of County Commissioners of Douglas County, Kansas, ("Owner"), a Kansas County, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1, BLOCK 1, OF DOUGLAS COUNTY PUBLIC WORKS  
ADDITION, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS  
COUNTY, KANSAS;

- B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements on the Property along East 1700 Road as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (July 1, 2013);
- C.** The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

## AGREEMENT

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Covenant.** In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of sidewalks and streets.
- 2. Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years, terminating at midnight on December 31, 2043.
- 3. Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of



the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

4. **Severability**. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
5. **Governing Law**. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
6. **Recitals**. The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a  
municipal corporation**

\_\_\_\_\_  
MICHAEL DEVER  
Mayor

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came Michael Dever, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

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

My Appointment Expires:

**OWNER, Board of County  
Commissioners of Douglas County,  
Kansas, a Kansas County**

\_\_\_\_\_  
Chair

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came \_\_\_\_\_, Chair of the Board of County Commissioners of Douglas County, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

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

My Appointment Expires:

## AGREEMENT

**THIS** Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and the Board of County Commissioners of Douglas County, Kansas, a Kansas county.

## RECITALS

- A.** The Board of County Commissioners of Douglas County, Kansas, ("Owner"), a Kansas County, is the owner of record of that certain real property ("the Property") located in Douglas County, Kansas, and bearing the legal description, to-wit:

LOT 1, BLOCK 1, OF DOUGLAS COUNTY PUBLIC WORKS  
ADDITION, AN ADDITION TO THE CITY OF LAWRENCE, DOUGLAS  
COUNTY, KANSAS;

- B.** The Owner wishes to plat the Property, but does not, at this time, wish to construct public improvements on the Property along East 25th Street as would otherwise be required by City of Lawrence, Kan., Code § 20-811 (July 1, 2013);
- C.** The City nevertheless agrees to accept the dedication of easements and rights of way in the proposed plat of the Property, contingent, among other things, upon the execution of this Agreement and compliance with its terms.

## AGREEMENT

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. Covenant.** In exchange for the City's acceptance of dedication of easements and rights of way on the plat of the Property and for other good and valuable consideration, the Owner hereby irrevocably waives and relinquishes any right it may have under K.S.A. 12-6a06, or any amendment thereto, to protest the inclusion of the Property in any improvement district for the construction of sidewalks on East 25th Street.
- 2. Term.** This Agreement shall be effective as of the date written above and shall be in full force and effect for a period of thirty years, terminating at midnight on December 31, 2043.
- 3. Binding Effect.** This Agreement shall, at all times, be binding upon the City, Owner, and their respective heirs, successors, and assigns, it being the intent of the parties that this Agreement shall be a covenant that runs with the land, and shall be for the benefit of and shall oblige all future owners of the Property.

4. **Severability**. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
5. **Governing Law**. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
6. **Recitals**. The above-stated recitals are by reference incorporated herein and shall be as effective as if set forth *verbatim*.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

**CITY OF LAWRENCE, KANSAS, a  
municipal corporation**

\_\_\_\_\_  
MICHAEL DEVER  
Mayor

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came Michael Dever, as Mayor of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

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

My Appointment Expires:

**OWNER, Board of County  
Commissioners of Douglas County,  
Kansas, a Kansas County**

\_\_\_\_\_  
Chair

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came \_\_\_\_\_, Chair of the Board of County Commissioners of Douglas County, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

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

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

My Appointment Expires:



P.O. Box 86, 803 Eighth St., Baldwin City, KS 66006 (785) 594-6427 FAX: 594-6586

October 21, 2013

County Clerk  
Board of County Commissioners  
Douglas County Courthouse  
1100 Massachusetts Avenue  
Lawrence, Kansas 66044

Re: Not to Exceed \$5,000,000  
City of Baldwin City, Kansas  
Taxable Industrial Revenue Bonds  
(Free State Broadband)

The governing body of Douglas County, Kansas (the "County") is hereby requested pursuant to K.S.A. 12-1741a, as amended, to approve adoption of a resolution by the governing body of the City of Baldwin City, Kansas (the "City") regarding the issuance of the above referenced Taxable Industrial Revenue Bonds, the proceeds of which will be used in part to finance the acquisition, construction, installation and equipping of a commercial facility to provide internet services to the City, part of which facility will be located outside of the City, but within the County. A copy of the resolution is enclosed. Approval may be affirmatively made by action of the governing body, or will be deemed made if the governing body fails to disapprove the issuance of the Taxable Industrial Revenue Bonds within seven business days after its next regular meeting following receipt of this request.

CITY OF BALDWIN CITY, KANSAS

By:   
Collin Bielser, Clerk

Received this Request October 24<sup>th</sup>, 2013

  
Jamie Shew, County Clerk



RESOLUTION NO. 2013-16

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN SAID CITY, DOUGLAS COUNTY, KANSAS AND THE CITY OF LAWRENCE, KANSAS

**WHEREAS**, the City of Baldwin City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the principal amount of not to exceed \$5,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction, installation and equipping of a commercial facility to provide internet services (the "Project") in the Issuer, such Project to be leased by the Issuer to Dawn Fiber, LLC, a Kansas limited liability company, or assigns (the "Tenant").

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS:**

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction, installation and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$5,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (i) the passage of an ordinance authorizing the issuance of the Bonds; (ii) the successful negotiation of a Trust Indenture, Guaranty Agreement, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (iii) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (iv) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (v) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (vi) the commitment to and payment of all expenses of the Issuer,

any underwriting fees and expenses and all legal fees and expenses of Bond Counsel and the Issuer's counsel relating to the issuance of the Bonds by the Purchaser, and all fees of the Kansas Court of Tax Appeals; and (vii) the approval of the issuance of the Bonds by the governing bodies of the City of Lawrence, Kansas and Douglas County, Kansas, in accordance with the provisions of K.S.A. 12-1741a.

Section 4. **Notices.** The Clerk is hereby authorized and directed to publish an appropriate notice of intent to issue the Bonds and to enter into a Lease with the Tenant pursuant to the provisions of the Act and to publish a notice of public hearing with respect to the granting of a complete or partial property tax exemption as required by Kansas law.

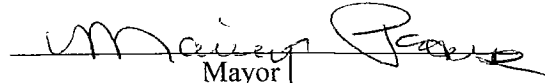
Section 5. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 6. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant and to the governing bodies of the City of Lawrence, Kansas and Douglas County, Kansas. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including preparation of the cost benefit study required by the Act and the execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Court of Tax Appeals pursuant to the Act.

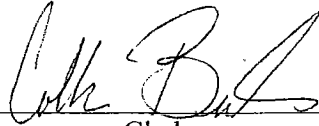
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ADOPTED by the governing body of the City of Baldwin City, Kansas on October 21, 2013.



  
Mayor


Attest:

  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on October 21, 2013, as the same appears of record in my office.

DATED: October 21, 2013.

  
Clerk

**CERTIFICATE OF COUNTY CLERK**

STATE OF KANSAS            )  
  )SS:  
COUNTY OF DOUGLAS        )

The undersigned, County Clerk for Douglas County, Kansas (the "County"), hereby certifies in connection with the issuance by City of Baldwin City, Kansas (the "City") of its Taxable Industrial Revenue Bonds (Free State Broadband) (the "Bonds"):

1. The County Clerk, on behalf of the County, received on \_\_\_\_\_, 2013, a written request from the City Clerk submitted pursuant to K.S.A. 12-1741a to approve adoption of a Resolution by the City regarding the issuance of the Bonds.
2. The undersigned transmitted a copy of the Resolution to the governing body of the County.
3. The next regular meeting of the governing body of the County following receipt of the request was held on \_\_\_\_\_, 2013.
4. [The governing body of the County approved the issuance of the bonds at such \_\_\_\_\_, 2013 meeting.][No action was taken by the governing body of the County at such meeting to approve or disapprove the issuance of the Bonds and no written notice specifically disapproving the issuance of the Bonds was provided by the County to the City within seven business days after such meeting.]

Signed this \_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Jamie Shew, County Clerk

(SEAL)