

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 8, 2012

6:35 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
(b) Consider approval of a resolution extending the Burn Ban in the unincorporated area of Douglas County (Teri Smith);

REGULAR AGENDA

- (2) Public Hearing for the 2013 Budget and consideration for approval
- (3) 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)
- (4) Discussion of Douglas County Fairgrounds easement (Chad Luce, Westar Energy)
- (5) Consider approval of Emergency Communications System Funding Agreement (Scott Ruf)
- (6) Receive presentation and consider approval of a change of administrative procedures for issuance of building permits for accessory buildings that contain full bathrooms or are for private use on registered home business sites. (Linda Finger)
- (7) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Public Comment
 - (d) Miscellaneous
- (8) Adjourn

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.

-2011 Heritage Grant project activities that includes the completed Historic Structures Report for the Robert Hall Pearson House. (Carol von Tersch)

THURSDAY, AUGUST 16, 2012

-9:00 a.m. - Election Canvass

WEDNESDAY AUGUST 22, 2012 – LIGHT

WEDNESDAY AUGUST 29, 2012

6:35 p.m. - (2) Temporary business Permits (Linda Finger)
Consider adoption of I-Codes

SEPTEMBER 5, 2012

SEPTEMBER 12, 2012 – Tentatively Cancelled

SEPTEMBER 19, 2012

SEPTEMBER 26, 2012

-Community Corrections Comprehensive Plan Fiscal Year 2012 Quarterly and Year End Outcome Report
Format (Deborah Ferguson)

***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.*

RESOLUTION NO. 12-28

A RESOLUTION PROVIDING FOR THE IMPOSITION OF RESTRICTIONS ON CERTAIN OUTDOOR BURNING PRACTICES IN THE UNINCORPORATED AREA OF DOUGLAS COUNTY.

WHEREAS, on this 8th day of August, 2012, the Board of County Commissioners of Douglas County, Kansas finds that dry conditions and the lack of moisture have caused, or imminently threatened to cause widespread or severe damage, injury or loss of life or property in disastrous proportion in Douglas County, Kansas; and

WHEREAS, the Board of County Commissioners deems it advisable to adopt procedures for the implementation of certain regulations on outside burning practices in the unincorporated area of Douglas County.

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

Section 1. Declaration of Emergency. As provided in K.S.A. 48-932, the Chairman of the Board of County Commissioners may declare that due to low moisture conditions that an emergency exists and that the outdoor burning restrictions contained in this declaration shall take effect immediately and be in force until the County Commission considers whether to extend or terminate the ban on August 8, 2012, or the County Commission Chair terminates the burn ban prior to August 8, 2012. This declaration of a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

Section 2. Outdoor Burning Restrictions. During an emergency declared in accordance with Section 1 of this resolution, the following activities shall be prohibited in the outdoors:

(a) The careless use and disposal of smoking materials, including, but not limited to, cigarettes, cigars and pipes. All smoldering remains shall be discarded in inflammable containers and in a manner to reduce the potential for fires.

(b) Building, maintaining, attending or using any open fire or campfire, except in permanent stoves or fireplaces or in barbecue grills in developed recreational sites or on residential home sites.

(c) Burning of all fencerows, fields, wild lands, ravines, trash, debris or areas or materials.

Section 3. Penalties. As provided in K.S.A. 48-939, the knowing or willful violation of any restrictions adopted pursuant to this resolution shall constitute a class A misdemeanor and shall be punished as provided by law therefore.

ADOPTED this 8th day of August, 2012.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

Jim Flory, Commissioner

Nancy Thellman, Commissioner

ATTEST:

Douglas County Clerk

CERTIFICATE

State of Kansas
County 2013

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 2013; and
(3) the Amount(s) of 2012 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2013 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2012 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2013		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	38,931,630	26,058,090	
Debt Service	10-113	8	823,956		
Road & Bridge	79-1946	9	5,743,534	3,387,693	
Ambulance	65-6113	10	4,793,337	2,998,402	
Employee Benefits	12-16,102	10	9,101,922	7,159,951	
Special Building	19-15-116	11	525,000	303,339	
Special Liability	75-6110	11	189,109		
Youth Services	38-546	12	1,688,940	1,062,719	
		12			
Economic Development		13			
Emergency Cell Phone		13			
Emergency Telephone		14	505,921		
Motor Vehicle Operations		14	787,769		
Special Alcohol Programs		15	27,900		
Special Parks & Recreation		15	82,164		
Local County Sales Tax		16	5,257,146		
		16			
Non-Budgeted Funds-A		17			
Non-Budgeted Funds-B		18			
Non-Budgeted Funds-C		19			
Totals		xxxxx	68,458,328	40,970,194	
Budget Summary		20			
Budget Summary2					
Neighborhood Revitalization Rebate			Is a Resolution required?	No	0
Resolution					
Assisted by:					Nov 1, 2012 Total Assessed Valuation

Address:

Nancy Thellman

Jim Flory

Attest: _____ 2012

Jamie Shew
County Clerk

Mike Gaughan

Governing Body

Other County

Page No. 1a

Douglas County

2013

Computation to Determine Limit for 2013

		Amount of Levy
1. Total Tax Levy Amount in 2012 Budget	+ \$	<u>40,778,328</u>
2. Debt Service Levy in 2012 Budget	- \$	<u>0</u>
3. Tax Levy Excluding Debt Service	\$	<u>40,778,328</u>

2012 Valuation Information for Valuation Adjustments:

4. New Improvements for 2012:	+	<u>14,969,603</u>	
5. Increase in Personal Property for 2012:			
5a. Personal Property 2012	+	<u>33,212,029</u>	
5b. Personal Property 2011	-	<u>38,366,374</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 2012:		<u>24,810,233</u>	
7. Total Valuation Adjustment (Sum of 4, 5c, and 6)		<u>39,779,836</u>	
8. Total Estimated Valuation July 1, 2012		<u>1,145,314,716</u>	
9. Total Valuation less Valuation Adjustment (8 minus 7)		<u>1,105,534,880</u>	
10. Factor for Increase (7 divided by 9)		<u>0.03598</u>	
11. Amount of Increase (10 times 3)	+ \$	<u>1,467,304</u>	
12. Maximum Tax Levy, excluding debt service, without a Resolution (3 plus 11)	\$	<u>42,245,632</u>	
13. Debt Service Levy in this 2013 Budget		<u>0</u>	
14. Maximum levy, including debt service, without a Resolution (12 plus 13)		<u>42,245,632</u>	

If the 2013 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.

Allocation of Motor, Recreational, 16/20M Vehicle Taxes & Slider

[illegible]

County Treas Motor Vehicle Estimate	3,444,071
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County Treasurers Recreational Vehicle Estimate	29,327
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County Treasurers 16/20M Vehicle Estimate	43,403
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County Treasurers Slider Estimate	0
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Motor Vehicle Factor	0.08446
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Recreational Vehicle Factor 0.00072

16/20M Vehicle Factor	0.00106
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Slider Factor	0.00000
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Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2011	Current Amount for 2012	Proposed Amount for 2013	Transfers Authorized by Statute
General - Court Operating	Equipment Reserve	4,000	-	-	19-119
General - Election	Equipment Reserve	-	-	135,000	19-119
General - Emergency Management	Equipment Reserve	5,000	5,000	7,500	19-119
General - Fleet Operations	Equipment Reserve	7,000	25,000	10,000	19-119
General - Geographic Info Systems	Equipment Reserve	5,000	-	-	19-119
General - Information Technology	Equipment Reserve	75,000	-	-	19-119
General - Noxious Weeds	Equipment Reserve	5,000	20,000	20,000	19-119
General - Parks	Equipment Reserve	12,500	25,000	25,000	19-119
General - Shared Costs & Transfers	Equipment Reserve	1,074,248	-	-	19-119
General - Sheriff	Equipment Reserve	58,544	225,000	266,200	19-119
General - Sheriff Clinton Lake Patrol	Equipment Reserve	13,866	-	-	19-119
General - Sheriff Inmate	Equipment Reserve	3,777	-	-	19-119
General - Sheriff Jail	Equipment Reserve	213,500	-	202,700	19-119
General - Treasurer	Equipment Reserve	1,000	1,000	1,000	19-119
General - Shared Costs & Transfers	Local County Sales Tax	2,068,700	2,037,670	1,986,728	12-197
General - Shared Costs & Transfers	Employee Benefits	417,800	438,690	460,625	12-197
General - Shared Costs & Transfers	CIP Sales Tax	344,830	383,640	361,705	19-120
General - Sheriff	Special Law Enforcement	10,380	12,000	12,000	
General - CIP	Capital Improvement Program	4,000,000	4,000,000	4,075,270	19-120
Ambulance	Ambulance Capital Reserve	275,000	-	275,000	19-119
Emergency Cell Phone	Emergency Telephone	-	325,853	-	19-119
Emergency Telephone	Equipment Reserve	123,700	383,663	44,421	19-119
Employee Benefits	Risk Management	250,000	250,000	250,000	12-2615
Road & Bridge	Equipment Reserve	684,966	600,000	625,000	19-119
Road & Bridge	Special Highway	350,000	-	-	68-590
Special Liability	Risk Management	-	75,000	75,000	12-2615
Youth Services	Equipment Reserve	10,000	-	-	19-119
Motor Vehicle Operations	General	120,000	120,000	-	8-145
Motor Vehicle Operations	Equipment Reserve	4,000	2,000	1,000	19-119
	Total	10,137,811	8,929,516	8,834,149	
	Adjustments*				
	Adjusted Totals	10,137,811	8,929,516	8,834,149	

***Note:** Adjustments are required only if the transfer is being made in 2012 and/or 2013 from a non-budgeted fund.

Douglas County

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2012	Date Due		Amount Due 2012		Amount Due 2013	
						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	0	Feb/Aug	Aug	7,906	0	0	0
Series 2003B Refunding Sewer Yankee Tank	5/1/2003	9/30/2014	3.50	1,325,000	135,000	Mar/Sept	Sept	9,476	135,000	0	0
Series 2005A Sewer Baldwin Creek	3/1/2005	9/30/2015	3.35	737,000	80,000	Mar/Sept	Sept	6,900	80,000	0	0
Series 2006A Hesper Road Improvement	8/1/2006	9/30/2016	4.75	255,000	141,000	Mar/Sept	Sept	5,473	26,000	4,485	27,000
Series 2008A N 600 Road Improvement	9/30/2008	9/1/2028	4.75	280,000	250,000	Mar/Sept	Sept	11,088	10,000	10,688	10,000
Series 2009A SE Lawr Sanitary Sewer	9/28/2009	9/1/2030	4.25	2,445,000	2,410,000	Mar/Sept	Sept	91,088	30,000	90,300	40,000
Series 2012C YT 3 & Baldwin Creek Sewer					550,000	Mar/Sept	Sept	2,658	10,000	10,800	215,000
Series 2012D N 900 Road & YT 3 Lat 4&5					240,000	Mar/Sept	Sept	743	20,000	4,400	20,000
Sub-Total					3,806,000			135,331	311,000	120,673	312,000
Local County Sales Tax Fund											
Series 2003A Refunding Jail & Health Facility	5/1/2003	8/31/2016	3.75	8,175,000	75,000	Feb/Aug	Feb/Aug	114,441	75,000	0	0
Series 2004A Refunding Jail & Health Facility	2/1/2004	8/31/2019	2.38	13,650,000	4,065,000	Feb/Aug	Feb/Aug	296,088	1,970,000	2,095,000	79,125
Series 2012A Refunding Jail & Health Facility					5,985,000	Feb/Aug	Feb/Aug	5,000	27,376	50,000	172,550
Series 2012B Refunding Jail & Health Facility					6,020,000	Feb/Aug	Feb/Aug	14,528	100,000	91,245	95,000
Sub-Total					16,145,000			430,057	2,172,376	2,236,245	346,675
Total G.O. Bonds					19,951,000			565,388	2,483,376	2,356,918	658,675
Revenue Bonds:											
NONE											
Total Revenue Bonds					0			0	0	0	0
Other:											
NONE											
Total Other					0			0	0	0	0
Total Indebtedness					19,951,000			565,388	2,483,376	2,356,918	658,675

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

[illegible]

***If you are merely leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

Douglas County

2013

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	1,638,268	2,453,324	2,261,884
Receipts:			
Ad Valorem Tax	25,711,520	25,575,000	xxxxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	513,592	360,000	310,000
Motor Vehicle Tax	1,994,738	2,293,019	2,258,500
Recreational Vehicle Tax	16,972	0	0
16/20M Vehicle Tax	26,282	0	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	0	233	0
Local Alcoholic Liquor	12,949	15,472	15,980
Compensating Use Tax			
Local Sales Tax	5,662,664	5,720,000	5,720,000
InLieu of Taxes (IRB)	486	0	0
Mortgage Registration Fees	1,590,922	1,550,000	1,450,000
Zoning Permits	162,785	150,000	150,000
Charge for Services	269,810	305,000	310,000
Fees & Interest Delinquent Taxes	534,154	360,000	360,000
Antique Auto License Fees	7,120	7,000	7,000
Malt Beverage License Fees	800	0	0
Fish & Game License Fees	142	0	0
Park Permits	18,678	0	0
Cable TV Franchise Fees	32,719	21,600	21,600
Labor & Equipment Reimbursements	9,958	9,500	9,500
Sale of Chemicals	66,196	64,000	65,000
Court Trustee Fees	281,355	284,140	287,000
Restitution Collection Trustee	69,308	72,000	74,160
DA's Diversion Charges	86,544	91,000	90,000
Court Research Fees	33,710	30,000	30,000
Juvenile Probation Fees	400	500	500
Court Trustee Bond Forfeitures	4,436	6,000	8,000
DNA Testing Fees	465	400	400
Clinton Lake Reimbursement	44,556	44,865	45,165
Civil Process Fees	23,322	0	0
Fairgrounds Rental Income	68,518	68,000	68,000
Lease of County Property	14,520	24,520	19,520
Inmate Fees	56,658	57,000	57,000
Miscellaneous	104,988	75,000	91,000
Transient Merchant Fees	500	0	0
Vehicle Rental Excise Tax	25,360	0	0
Redemption Title Fees	2,978	1,500	1,500
Transfer from Motor Vehicle Operations	120,000	120,000	0
Interest on Idle Funds	227,666	188,000	188,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	37,797,771	37,493,749	11,637,825
Resources Available:	39,436,039	39,947,073	13,899,709

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Douglas County

2013

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Resources Available:	39,436,039	39,947,073	13,899,709
Expenditures:			
Administrator	255,007	254,950	261,672
Administrative Services	876,566	897,728	930,948

Agencies County Funded	5,928,720	6,195,546	6,231,085
Appraiser	548,050	573,510	621,396
CIP Projects - Capital Improvement	4,000,000	4,000,000	4,075,270
Commissioners	344,903	298,282	370,879
Community Service Work Program	23,958	24,255	24,254
Coroner	128,568	163,250	163,250
County Clerk	317,163	324,161	331,767
Countywide	699,711	800,840	840,795
Court Operating	876,569	999,435	1,019,460
Court Trustee	397,908	409,063	416,599
District Attorney	1,507,170	1,537,704	1,592,884
Elections	202,403	384,069	370,516
Emergency Communication Center	429,439	437,659	500,358
Emergency Management	157,881	160,296	218,157
Fairgrounds	55,678	183,144	186,901
Fairgrounds Arena	119,953	0	0
First Responders	33,328	57,500	57,500
Fleet Operations	1,038,580	1,232,199	1,311,325
Geographic Information System	152,392	159,964	167,354
Heritage Conservation	3,898	14,140	15,553
Information Technology	1,138,760	1,167,919	1,249,590
Maintenance	421,996	454,787	466,005
Noxious Weeds	164,620	258,706	261,725
Parks	166,124	188,721	192,064
Register of Deeds	235,809	237,966	246,357
Shared Costs & Transfers	5,127,410	4,432,458	4,381,959
Sheriff	4,388,820	4,449,079	4,458,790
Sheriff Clinton Lake Patrol	44,555	44,865	45,165
Sheriff Inmate	56,658	57,000	57,000
Sheriff Jail	5,512,320	5,493,538	6,015,040
Sheriff Reentry Management	128,392	158,227	157,699
Sheriff Underwater Recovery	13,722	14,500	14,500
Sustainability Management	17,429	68,392	27,977
Treasurer	225,559	250,213	260,562
Utility Building Maintenance	12,313	27,500	45,000
Utilities	780,135	808,640	870,142
Utility Telephone	144,718	157,290	159,300
Zoning & Building Codes	305,530	307,693	314,832
	0	0	0
Subtotal	36,982,715	37,685,189	38,931,630
Totals included in above amount:			
Transfer to Equipment Reserve	1,478,435	301,000	667,400
Transfer to Local County Sales Tax	2,068,700	2,037,670	1,986,728
Transfer to Employee Benefits	417,800	438,690	460,625
Transfer to CIP	4,000,000	4,000,000	4,075,270
Transfer to CIP Sales Tax	344,830	383,640	361,705
Transfer to Special Law Enforcement	10,380	12,000	12,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	36,982,715	37,685,189	38,931,630
Unencumbered Cash Balance Dec 31	2,453,324	2,261,884	xxxxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	37,129,590	38,092,775	xxxxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	390,606
		Total Expenditure/Non-Appr Balance	39,322,236
		Tax Required	25,422,527
Delinquent Comp Rate:	0.025		635,563
Amount of 2012 Ad Valorem Tax			26,058,090

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Debt Service	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	471,963	453,947	433,235
Receipts:			
Ad Valorem Tax	0	0	xxxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	661	500	500
Motor Vehicle Tax	1,009	0	
Recreational Vehicle Tax	7	0	
16/20M Vehicle Tax	54	0	
Slider	0	0	
Special Assessments	454,913	408,900	417,000
Delinquent Special Assessments	27,335	16,000	3,000
Vehicle Rental Excise Tax	0	0	0
Escrow Balance	5	0	0
In Lieu of Tax (IRB)	0	0	0
Interest on Idle Funds	263	220	220
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
Total Receipts	484,247	425,620	420,720
Resources Available:	956,210	879,567	853,955
Expenditures:			
Principal	260,000	311,000	322,000
Interest	242,263	135,332	120,673
Bond Process Fees	0	0	30,000
Future Debt	0	0	351,283
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
Total Expenditures	502,263	446,332	823,956
Unencumbered Cash Balance Dec 31	453,947	433,235	xxxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	901,385	827,627	xxxxxxxxxxxxxxxxxxxxxxx
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			823,956
Tax Required			0
Delinquent Comp Rate: 0.025			0
Amount of 2012 Ad Valorem Tax			0

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Road & Bridge	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	1,216,819	539,557	236,469
Receipts:			
Ad Valorem Tax	2,748,267	3,100,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	76,502	45,000	45,000
Motor Vehicle Tax	293,522	246,130	274,300
Recreational Vehicle Tax	2,499	0	0
16/20M Vehicle Tax	3,799	0	0
Slider	0	0	0
Special City & County Highway	1,791,746	1,705,000	1,735,000
County Equalization			
InLieu of Tax	52	0	0
Labor & Equipment	34,620	20,000	20,000
Vehicle Rental Excise Tax	2,711	0	0
LPA Engineering Reimbursements	0	0	169,121
Weight Limit Permits	4,065	4,000	4,000
Hesper Maintenance Reimbursements	34,375	11,658	11,658
Interest on Idle Funds			
Miscellaneous	10		
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	4,992,168	5,131,788	2,259,079
Resources Available:	6,208,987	5,671,345	2,495,548

FUND PAGE - ROAD

Adopted Budget Road & Bridge	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Resources Available:	6,208,987	5,671,345	2,495,548
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	2,267,853	2,167,277	2,289,520
Contractual	1,370,066	1,473,761	1,498,539
Commodities	943,117	1,129,838	1,266,475
Capital Outlay	53,428	64,000	64,000
Transfer to Special Highway	350,000		
Transfer to Equipment Reserve	684,966	600,000	625,000
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	5,669,430	5,434,876	5,743,534
Unencumbered Cash Balance Dec 31	539,557	236,469	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	6,086,420	5,718,969	xxxxxxxxxxxxxxxxxxxxxx
Non-Appropriated Balance			57,080
Total Expenditure/Non-Appr Balance			5,800,614
Tax Required			3,305,066
Delinquent Comp Rate:	0.025		82,627
Amount of 2012 Ad Valorem Tax			3,387,693

Douglas County

2013

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Ambulance	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	78,925	246,317	0
Receipts:			
Ad Valorem Tax	1,973,282	2,300,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	34,894	25,000	20,000
Motor Vehicle Tax	133,830	175,810	203,000
Recreational Vehicle Tax	1,145	0	0
16/20 M Vehicle Tax	1,539	0	0
Slider	0	0	0
InLieu of Tax (IRB)	37	0	0
Vehicle Rental Excise Tax	1,946	0	0
County Ambulance Fees	1,671,037	1,693,000	1,693,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	3,817,710	4,193,810	1,916,000
Resources Available:	3,896,635	4,440,127	1,916,000
Expenditures:			
Contractual	128,726	229,377	240,520
Commodities	230,457	108,567	114,100
Capital Outlay	42,921	61,600	64,600
City of Lawrence - EMS Service	2,972,461	4,040,583	4,099,117
Transfer to Ambulance Equip Reserve	275,000	0	275,000
Neighborhood Revitalization Rebate			
Miscellaneous	753		
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	3,650,318	4,440,127	4,793,337
Unencumbered Cash Balance Dec 31	246,317	0	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	3,963,640	4,441,960	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	47,933
		Total Expenditure/Non-Appr Balance	4,841,270
		Tax Required	2,925,270
Delinquent Comp Rate:	0.025		73,132
Amount of 2012 Ad Valorem Tax			2,998,402

Adopted Budget Employee Benefits	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	218,816	482,071	546,647
Receipts:			
Ad Valorem Tax	7,460,931	7,175,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	146,837	81,000	80,000
Motor Vehicle Tax	609,608	666,178	633,800
Recreational Vehicle Tax	5,223	0	0
16/20 M Vehicle Tax	6,738	0	0
Slider	0	0	0
InLieu of Tax (IRB)	141	0	0
Vehicle Rental Excise Tax	7,359	0	0
Transfer from General	417,800	438,690	460,625
City of Lawrence and State Reimbursements	306,469	440,220	486,189
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	8,961,106	8,801,088	1,660,614
Resources Available:	9,179,922	9,283,159	2,207,261
Expenditures:			
OASDI	1,513,882	1,530,000	1,535,050
Health Insurance	4,373,557	4,703,189	5,001,584
KPERS	1,030,621	1,096,925	1,147,079
KPF	1,014,833	1,061,985	1,070,588
Unemployment Insurance	104,509	94,413	94,764
EMS Health Insurance	356,212	0	0
EMS Reimbursements	53,930		
Transfer to Risk Management	250,000	250,000	252,857
Contractual	0	0	0
Neighborhood Revitalization Rebate			
Miscellaneous	307		
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	8,697,851	8,736,512	9,101,922
Unencumbered Cash Balance Dec 31	482,071	546,647	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	8,697,853	8,697,963	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	90,657
		Total Expenditure/Non-Appr Balance	9,192,579
		Tax Required	6,985,318
Delinquent Comp Rate:	0.025		174,633
Amount of 2012 Ad Valorem Tax			7,159,951

See Tab C

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Special Building	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	7,385	253,062	219,310
Receipts:			
Ad Valorem Tax	319,483	134,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	5,547	3,000	3,000
Motor Vehicle Tax	21,504	28,507	12,000
Recreational Vehicle Tax	188	0	0
16/20 M Vehicle Tax	102	0	0
Slider	0	0	0
InLieu of Tax (IRB)	6	0	0
Vehicle Rental Excise Tax	315	0	0
Interest on Idle Funds			
Miscellaneous	0	10,741	
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	347,145	176,248	15,000
Resources Available:	354,530	429,310	234,310
Expenditures:			
Professional Services	30,007	150,000	525,000
Building Improvements	71,461	60,000	0
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	101,468	210,000	525,000
Unencumbered Cash Balance Dec 31	253,062	219,310	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	345,000	268,950	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	5250
		Total Expenditure/Non-Appr Balance	530,250
		Tax Required	295,940
		Delinquent Comp Rate: 0.025	7,399
		Amount of 2012 Ad Valorem Tax	303,339

Adopted Budget Special Liability	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	141,105	220,025	177,909
Receipts:			
Ad Valorem Tax	50,848	123,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	312	400	400
Motor Vehicle Tax	0	4,484	10,800
Recreational Vehicle Tax	0	0	0
16/20 M Vehicle Tax	0	0	0
Slider	0	0	0
InLieu of Tax (IRB)	1	0	0
Vehicle Rental Excise Tax	50	0	0
Reimbursements	27,709		
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	78,920	127,884	11,200
Resources Available:	220,025	347,909	189,109
Expenditures:			
Contractual	0	90,000	104,109
Transfer to Risk Management	0	75,000	75,000
Neighborhood Revitalization Rebate			
Miscellaneous	0	5,000	10,000
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	170,000	189,109
Unencumbered Cash Balance Dec 31	220,025	177,909	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	149,800	250,000	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	189,109
		Tax Required	0
		Delinquent Comp Rate: 0.025	0
		Amount of 2012 Ad Valorem Tax	0

Douglas County

2013

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget Youth Services	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	82,303	206,340	328,467
Receipts:			
Ad Valorem Tax	1,254,732	1,400,000	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	26,185	15,000	15,000
Motor Vehicle Tax	107,911	112,161	124,000
Recreational Vehicle Tax	930	0	0
16/20 M Vehicle Tax	1,009	0	0
Vehicle Rental Excise Tax	1,238	0	0
InLieu of Tax (IRB)	24	0	0
Other County Reimbursements	129,600	95,000	104,163
State Reimbursements	121,830	95,000	95,000
Interest on Idle Funds	3,218	2,400	2,400
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	1,646,677	1,719,561	340,563
Resources Available:	1,728,980	1,925,901	669,030
Expenditures:			
Personnel	1,354,728	1,375,505	1,462,813
Contractual	85,419	120,175	125,625
Commodities	59,393	84,900	86,925
Capital Outlay	1,441	1,500	1,500
Debt Payment	11,659	9,650	4,827
Transfer to Equipment Reserve	10,000	0	0
Neighborhood Revitalization Rebate		0	
Miscellaneous	0	5,704	7,250
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	1,522,640	1,597,434	1,688,940
Unencumbered Cash Balance Dec 31	206,340	328,467	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	1,589,585	1,669,990	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	16,889
		Total Expenditure/Non-Appr Balance	1,705,829
		Tax Required	1,036,799
		Delinquent Comp Rate: 0.025	25,920
		Amount of 2012 Ad Valorem Tax	1,062,719

Adopted Budget 0	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxxxxxxxx
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 Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Neighborhood Revitalization Rebate			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxxxxxxxx
2011/2012 Budget Authority Amount:	0	0	xxxxxxxxxxxxxxxxxxxxxx
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
		Delinquent Comp Rate: 0.025	0
		Amount of 2012 Ad Valorem Tax	0

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Economic Development	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	2,576	2,576	2,576
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	0	0	0
Resources Available:	2,576	2,576	2,576
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	2,576	2,576	2,576
2011/2012 Budget Authority Amount:	0	0	

Adopted Budget

Emergency Cell Phone	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	221,386	314,628	0
Receipts:			
911 Emergency Cell Phone Tax	194,864	35,557	0
Interest on Idle Funds	1,619	203	0
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	196,483	35,760	0
Resources Available:	417,869	350,388	0
Expenditures:			
Contractual	84,641	24,535	0
Capital Outlay	18,600	0	0
Transfer to Equipment Reserve	0	0	0
Transfer to Emergency Telephone Tax	0	325,853	
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	103,241	350,388	0
Unencumbered Cash Balance Dec 31	314,628	0	0
2011/2012 Budget Authority Amount:	414,023	0	

See Tab C

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Emergency Telephone	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	276,150	125,089	150,000
Receipts:			
911 Emergency Telephone Tax	183,386	455,000	505,000
Transfer from Emerg Cell Phone	0	325,853	0
Interest on Idle Funds	1,509	921	921
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	184,895	781,774	505,921
Resources Available:	461,045	906,863	655,921
Expenditures:			
Contractual	204,968	237,200	314,000
Commodities	0	0	0
Capital Outlay	7,288	136,000	147,500
Transfer to Equipment Reserve	123,700	383,663	44,421
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	335,956	756,863	505,921
Unencumbered Cash Balance Dec 31	125,089	150,000	150,000
2011/2012 Budget Authority Amount:	346,393	601,630	

See Tab C

Adopted Budget

Motor Vehicle Operations	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	58,977	50,769	55,000
Receipts:			
Vehicle Fees	709,516	748,731	737,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	709,516	748,731	737,000
Resources Available:	768,493	799,500	792,000
Expenditures:			
Personnel	557,086	583,092	598,633
Contractual	30,538	35,050	42,200
Commodities	6,100	3,700	9,500
Capital Outlay	0	0	136,436
Transfer to Equipment Reserve	4,000	2,000	1,000
Transfer to General	120,000	120,000	0
Miscellaneous	0	658	
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	717,724	744,500	787,769
Unencumbered Cash Balance Dec 31	50,769	55,000	4,231
2011/2012 Budget Authority Amount:	759,900	785,500	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol Programs	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Alcohol Tax	22,624	26,500	27,900
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	22,624	26,500	27,900
Resources Available:	22,624	26,500	27,900
Expenditures:			
Alcohol/Drug Abuse Agencies	22,624	26,500	27,900
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	22,624	26,500	27,900
Unencumbered Cash Balance Dec 31	0	0	0
2011/2012 Budget Authority Amount:	30,000	26,500	

Adopted Budget

Special Parks & Recreation	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	103,015	110,712	66,184
Receipts:			
Alcohol Tax	12,949	15,472	15,980
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	12,949	15,472	15,980
Resources Available:	115,964	126,184	82,164
Expenditures:			
Recreational Facilities	5,252	60,000	82,164
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	5,252	60,000	82,164
Unencumbered Cash Balance Dec 31	110,712	66,184	0
2011/2012 Budget Authority Amount:	118,863	118,222	

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Local County Sales Tax	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1	4,379,836	3,835,275	3,270,418
Receipts:			
Transfer from General	2,068,700	2,037,576	1,986,728
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	2,068,700	2,037,576	1,986,728
Resources Available:	6,448,536	5,872,851	5,257,146
Expenditures:			
Bond Principal	1,900,000	2,150,000	2,240,000
Bond Interest	713,261	452,433	342,920
Future Payments	0	0	2,674,226
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	2,613,261	2,602,433	5,257,146
Unencumbered Cash Balance Dec 31	3,835,275	3,270,418	0
2011/2012 Budget Authority Amount:	6,448,536	5,872,850	

Adopted Budget

0	Prior Year Actual 2011	Current Year Estimate 2012	Proposed Budget Year 2013
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2011/2012 Budget Authority Amount:	0	0	

Douglas County

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2011 is to be shown)

2013

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	15,935,250	Cash Balance Jan 1	760,755	Cash Balance Jan 1	379,819	Cash Balance Jan 1	8,815,404	Cash Balance Jan 1	31,139	25,922,367
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Trans from General	4,000,000	Trans from General	344,830	Trans from Ambulance	275,000	Trans from General	1,478,435	Trans from Emp Ben	250,000	
Lease Co Property	6,557					Trans from Motor Veh	4,000			
Reimbursements	54,695					Trans from Rd & Br	684,966	Trans from Spec Liab	0	
						Trans from Youth Serv	10,000			
						Trans from Emerg Tel	123,700			
						Trans from Reg Deeds Te	218,000			
						Refund	181			
Interest	86,252	Interest	4,185	Interest	1,290	Interest	46,029	Interest	141	
Total Receipts	4,147,504	Total Receipts	349,015	Total Receipts	276,290	Total Receipts	2,565,311	Total Receipts	250,141	7,588,261
Resources Available:	20,082,754	Resources Available:	1,109,770	Resources Available:	656,109	Resources Available:	11,380,715	Resources Available:	281,280	33,510,628
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Contractual	3,040,467	Contractual	0	Ambulance	211,466	Contractual	12,525	Workmen Comp	184,868	
Commodities	16,382	Capital Outlay	21,351	Capital Outlay	1,156	Commodities	789	Medical Services	20,397	
Capital Outlay	822,213					Capital Outlay	2,274,726			
Miscellaneous	221,348									
Total Expenditures	4,100,410	Total Expenditures	21,351	Total Expenditures	212,622	Total Expenditures	2,288,040	Total Expenditures	205,265	6,827,688
Cash Balance Dec 31	15,982,344	Cash Balance Dec 31	1,088,419	Cash Balance Dec 31	443,487	Cash Balance Dec 31	9,092,675	Cash Balance Dec 31	76,015	26,682,940 **
										26,682,940 **

**Note: These two block figures should agree.

Douglas County

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2011 is to be shown)

2013

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 Technology		Special Highway		Special Law Enforcement Trust		Donations		Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	196,047	Cash Balance Jan 1	299,652	Cash Balance Jan 1	206,314	Cash Balance Jan 1	118,204	Cash Balance Jan 1	89,349	909,566
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
		Technology Fee	130,492	Trans from Road & Br	350,000	Drug Tax	10,622	Donations	3,930	
						Restitution Pymts	1,655			
						State Forfeitures	238,765			
						Trans from General	10,380			
						Federal Forfeitures	1,069			
						Trans from Sher Holding	17,211			
		Interest	1,358			Interest	876	Interest	426	
Total Receipts	0	Total Receipts	131,850	Total Receipts	350,000	Total Receipts	280,578	Total Receipts	4,356	766,784
Resources Available:	196,047	Resources Available:	431,502	Resources Available:	556,314	Resources Available:	398,782	Resources Available:	93,705	1,676,350
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
		Contractual	31,300	Contractual	0	Contractual	49,752	Personnel	1,826	
		Capital Outlay	0	Trans to Equip Res	0	Commodities	10,767	Contractual	132	
		Trans to Equip Reserve	218,000			Capital Outlay	46,590	Commodities	801	
						DEU Buy Funds	0	Capital Outlay	8,814	
						Settlement Forfeiture	0	Miscellaneous	1,914	
						Miscellaneous	64,818			
Total Expenditures	0	Total Expenditures	249,300	Total Expenditures	0	Total Expenditures	171,927	Total Expenditures	13,487	434,714
Cash Balance Dec 31	196,047	Cash Balance Dec 31	182,202	Cash Balance Dec 31	556,314	Cash Balance Dec 31	226,855	Cash Balance Dec 31	80,218	1,241,636 **
										1,241,636 **

**Note: These two block figures should agree.

Douglas County

NON-BUDGETED FUNDS (C)

2013

(Only the actual budget year for 2011 is to be shown)

Non-Budgeted Funds-C

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Prosecuting Training & Asst		Sheriff Special Use		Grants		Sheriff Holding				Total
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		
Cash Balance Jan 1	32,574	Cash Balance Jan 1	14,916	Cash Balance Jan 1	398,345	Cash Balance Jan 1	17,199	Cash Balance Jan 1		463,034
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Spec Prosecutor Charges	7,763	Handgun License Fees	5,633	Grants	229,087	Assets seized	48,106			
		Register Offender Fees	9,930							
						Interest	207			
Total Receipts	7,763	Total Receipts	15,563	Total Receipts	229,087	Total Receipts	48,313	Total Receipts	0	300,726
Resources Available:	40,337	Resources Available:	30,479	Resources Available:	627,432	Resources Available:	65,512	Resources Available:	0	763,760
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Training	9,006	Equipment	1,820	Personnel	164,668	Trans to Spec Law Enf	17,211			
				Contractual	53,631					
				Commodities	1,571					
				Capital Outlay	9,413					
				Miscellaneous	2,251					
Total Expenditures	9,006	Total Expenditures	1,820	Total Expenditures	231,534	Total Expenditures	17,211	Total Expenditures	0	259,571
Cash Balance Dec 31	31,331	Cash Balance Dec 31	28,659	Cash Balance Dec 31	395,898	Cash Balance Dec 31	48,301	Cash Balance Dec 31	0	504,189
										504,189

**

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**Note: These two block figures should agree.

NOTICE OF BUDGET HEARING

The governing body of
Douglas County

will meet on August 8, 2012 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 the Budget Office, 1100 Massachusetts Lawrence KS and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2013 Expenditures and Amount of 2012 Ad Valorem Tax establish the maximum limits of the 2013 budget.

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

FUND	Prior Year Actual for 2011		Current Year Estimate for 2012		Proposed Budget Year for 2013		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2012 Ad Valorem Tax	Est. Tax Rate*
General	36,982,715	23.258	37,685,189	22.970	38,931,630	26,058,090	22.752
Debt Service	502,263		446,332		823,956		
Road & Bridge	5,669,430	2.486	5,434,876	2.794	5,743,534	3,387,693	2.958
Ambulance	3,650,318	1.785	4,440,127	2.070	4,793,337	2,998,402	2.618
Employee Benefits	8,697,851	6.749	8,736,512	6.444	9,101,922	7,159,951	6.252
Special Building	101,468	0.289	210,000	0.121	525,000	303,339	0.265
Special Liability		0.046	170,000	0.111	189,109		
Youth Services	1,522,640	1.135	1,597,434	1.263	1,688,940	1,062,719	0.928
Emergency Cell Phone	103,241		350,388				
Emergency Telephone	335,956		756,863		505,921		
Motor Vehicle Operations	717,724		744,500		787,769		
Special Alcohol Programs	22,624		26,500		27,900		
Special Parks & Recreation	5,252		60,000		82,164		
Local County Sales Tax	2,613,261		2,602,433		5,257,146		
Non-Budgeted Funds-A	6,827,688						
Non-Budgeted Funds-B	434,714						
Non-Budgeted Funds-C	259,571						
Totals	68,446,716	35.748	63,261,154	35.773	68,458,328	40,970,194	35.773
Less: Transfers	10,137,811		8,929,516		8,834,149		
Net Expenditure	58,308,905		54,331,638		59,624,179		
Total Tax Levied	40,259,079		40,778,328		XXXXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,126,218,033		1,139,929,895		1,145,314,716		

Outstanding Indebtedness,

	2010	2011	2012
January 1,			
G.O. Bonds	23,885,000	21,811,000	19,951,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	23,885,000	21,811,000	19,951,000

*Tax rates are expressed in mills

Other District Funds	Prior Year Actual 2011		Current Yr Estimate 2012		Proposed Budget Year 2013		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2012 Ad Valorem Tax	Est. Tax Rate* July 1 Est. Valuation
Clinton Cemetery	5,808	0.792	6,800	0.787	49,287	7,812	0.831 9,405,414
Colyer Cemetery	20,486	0.672	15,250	0.675	30,003	14,012	0.630 22,235,440
East View Cemetery	2,990	0.598	2,900	0.595	6,838	2,114	0.611 3,457,143
Maple Grove Cemetery	5,685	0.730	7,500	0.722	25,063	7,410	0.776 9,546,991
Rock Creek Cemetery	0	0.000	1,250	0.671	1,393	1,290	0.632 2,041,983
Stull Cemetery	12,424	1.005	14,200	1.049	27,327	14,981	1.126 13,307,264
Twin Mound Cemetery	1,000	0.908	1,200	0.917	6,030	1,274	0.917 1,389,812
Hesper Charter Road Improv	34,375	0.000	11,658	0.000	14,000	0	0

Jamie Shew - County Clerk

COMMISSION ORDER
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

WHEREAS, Douglas County, Kansas, by and through the Board, owns certain real estate, legally as follows:

The east approximately 2.11 acres, more or less, of Lot A, Block 7, Southridge Addition No. 3, an Addition to the City of Lawrence, Douglas County, Kansas, with the final legal description to be determined by survey and replat,

(the "Real Estate").

WHEREAS, Tenants To Homeowners, Inc., a Kansas not-for-profit corporation ("TTH") has proposed that the Board convey the Real Estate to TTH so that it can use the Real Estate to develop as an active senior housing project for low to moderate income residents.

WHEREAS, pursuant to K.S.A. 19-211(b), the Board adopted Resolution No. 12-23 to create an alternative methodology to permanently dispose of fee title to the Real Estate.

WHEREAS, pursuant to Resolution No. 12-23, the Board held a public hearing on August 8, 2012, at which hearing the Board received public comment and public participation in connection with the sale or disposition of the Real Estate.

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

1. The Board concludes that conveyance of the Real Estate to TTH for the use described above is prudent, will reduce TTH's reliance on funding from governmental agencies or taxpayers of Douglas County, and will otherwise provide a benefit to residents of Douglas County.

2. The Chair of the Board is authorized and directed to execute and deliver to TTH a Grant Agreement, which provides a procedure and conditions precedent to the ultimate conveyance of the Real Estate to TTH. Once all conditions precedent contained in the Grant Agreement are satisfied, the Chair of the Board is authorized and directed to execute and deliver to TTH a quit-claim deed, conveying fee simple title to the Real Estate in accordance with the terms and conditions of the Grant Agreement.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the forgoing findings and instructions are adopted this _____
day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Commissioner

Jameson D. Shew, County Clerk

Jim Flory, Commissioner

GRANT AGREEMENT

THIS GRANT AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 2012 (the “**Effective Date**”) by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS, COUNTY, KANSAS, on behalf of Douglas County, Kansas, a Kansas county (“**County**”) and TENANTS TO HOMEOWNERS, INC., a Kansas not-for-profit corporation (“**TTH**”).

RECITALS

WHEREAS, County is the fee owner of the land described as follows:

Lot A, Block 7, Southridge Addition No. 3, an Addition to the City of Lawrence, Douglas County, Kansas,

(“**Lot A**”).

WHEREAS, the western portion of Lot A, consisting of approximately 1.98 acres more or less, contains a building and surface parking lot that County leases to the United Way of Douglas County, Inc. (the “**United Way**”), for its use as a campus for social service agencies, and is hereinafter referred to as the “**West Tract**.”

WHEREAS, the eastern portion of Lot A, consisting of approximately 2.11 acres more or less, is vacant land and is hereinafter referred to as the “**East Tract**.”

WHEREAS, TTH is a Kansas not-for-profit corporation whose purpose is to provide affordable housing to qualified low and moderate income residents and desires to acquire the East Tract and develop it as an active senior housing project for low to moderate income residents consistent with the conceptual plan provided in **Exhibit A**, which is attached hereto (the “**Conceptual Plan**”).

WHEREAS, County has concluded that TTH’s use of the East Tract as provided in this Agreement will produce a benefit to residents of Douglas County.

WHEREAS, the precise legal description of the West Tract and the East Tract will be determined by mutual agreement of County and TTH generally consistent with the Conceptual Plan; provided, however, that the West Tract must retain sufficient acreage, parking, and other attributes so that County’s building and use on the West Tract remain in compliance with all applicable ordinances and regulations of the City of Lawrence.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and obligations of the parties, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, County and TTH agree as follows:

1. **Recitals**. The recitals are a part of and incorporated in this Agreement.
2. **Conveyance of Property**. Subject to the terms and conditions of this

Agreement, County intends to donate the East Tract to TTH, without cost to TTH except as specifically set forth in this Agreement. Because of the conditions precedent set forth in Section 3, this Agreement shall be characterized as a "challenge grant," challenging TTH to raise the Minimum Capital Amount through other grants or fundraising.

3. **Conditions Precedent.**

(a) **Survey/Minor Subdivision.** TTH, at TTH's expense, shall survey Lot A and shall comply with applicable regulations of the City of Lawrence as necessary to formally split Lot A into two separate platted lots, through a minor subdivision or other permitted process, with the East Tract being one lot and the West Tract being the other lot. County agrees to consent to and sign documents reasonably necessary to effectuate the minor subdivision or other permitted process so as to legally subdivide Lot A, provided Landlord incurs no out of pocket expenses in doing so.

(b) **Rezoning.** As a condition precedent to TTH's obligation to Close on the acquisition of the East Tract, TTH, at TTH's expense, shall obtain all requisite rezoning, site planning, and other land use approvals necessary, in TTH's reasonable discretion, to enable the development of the East Tract for TTH's intended use and consistent with the Conceptual Plan.

(c) **Building Permits.** TTH, at TTH's expense, shall apply for and obtain all building permits and other permits and authorizations to develop the East Tract consistent with the Conceptual Plan, with such modifications and alterations to the Conceptual Plan as County and TTH may agree.

(d) **Development and Construction Costs.** County and TTH agree that the minimum amount of capital and other grants necessary to develop the East Tract and construct TTH's planned improvements is \$300,000.00 (the "**Minimum Capital Amount**"). As a condition precedent to County's conveyance of the East Tract to TTH, TTH must obtain firm commitments for donations, grants, funds and/or financing (and also including, in TTH's discretion, cash on hand) collectively totaling at least the Minimum Capital Amount. TTH shall have a period not to exceed twenty-four (24) months from the Effective Date (the "**Initial Term**") to acquire such firm commitments; provided that if TTH gives written notification to County prior to the end of the Initial Term that TTH has obtained firm commitments totaling one-half of the Minimum Capital Amount within such period, TTH shall have the right to an additional period of twelve (12) months to continue fund raising activities (the "**Extended Term**"). If prior to the expiration of the Initial Term or the Extended Term, TTH determines in good faith that TTH cannot satisfy the terms of this Section, TTH agrees to notify County of the same in writing, at which time this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder. If TTH notifies County that TTH has satisfied the terms of this Section, TTH shall, upon County's request, provide affidavits, loan commitments, or other reasonable certifications necessary for County, in County's reasonable discretion, to determine that TTH has obtained the fund raising required by this Agreement. If TTH fails to satisfy the terms of this Section, but reduces the scope of its proposed development on the East Tract and such reduced scope is acceptable to County in County's reasonable discretion, County agrees to negotiate in good faith with TTH to reduce the Minimum Capital Amount. If TTH (i) fails to notify County that TTH has satisfied the terms of this Section before the expiration of the Initial Term or the Extended Term, as the case may be, or (ii) has timely notified County that it has satisfied

the terms of this Section but fails to provide County with affidavits, loan commitments, or other reasonable certifications necessary for County, in County's reasonable discretion, to determine that TTH has obtained the fund raising required by this Agreement, County may terminate this Agreement by written notice to TTH.

4. **Due Diligence.** Prior to Closing and subject to the United Way's leasehold interest and rights with respect to the West Tract, TTH shall have the right, at TTH's sole cost and expense, to enter upon Lot A and to pursue such governmental permits and approvals and conduct such other investigations, surveys, activities and reviews with respect to Lot A and TTH's intended use of the East Tract as TTH shall deem appropriate, provided, TTH provides County with advance notice of all activities that TTH intends to conduct on Lot A and TTH provides the United Way with advance notice of all activities that TTH intends to conduct on the West Tract. TTH shall indemnify and hold County harmless from and against any and all (i) damage caused to Lot A by TTH or its agents or contractors, (ii) loss, damage or injury to any person or other property, resulting directly or indirectly from TTH's or its agents or contractors exercise of the foregoing right of entry, and (iii) any mechanics liens or similar liens filed against Lot A as a result of any work performed or material supplied by TTH's agents or contractors. If TTH's due diligence and inspections reveal conditions that TTH, in its sole discretion determines unsatisfactory, TTH may terminate this Agreement by written notice to County; provided, however, that such termination shall not terminate any indemnification that TTH owes pursuant to this Section.

5. **Title Insurance.** TTH may, at TTH's sole cost and expense, obtain a commitment for an owner's title insurance policy (the "**Commitment**"), committing to insure TTH's title to the East Tract upon Closing and recording of the Deed. If the Commitment contains title defects rendering County's title to the East Tract unmarketable or making TTH's proposed use impracticable, TTH shall provide County with a copy of the Commitment. County, in County's sole discretion, may thereafter proceed to cure or remedy such defects and cause the title to be made marketable. If defects precluding marketability are not removed by Closing, TTH may either accept title subject to the encumbrances or defects, or terminate this Agreement. In case of dispute between the parties as to marketability of the title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. All title insurance costs, as well as the costs of recording any corrective instruments, shall be paid by TTH.

6. **Architectural Review and Approval.** Building and site plans associated with all initial construction on the East Tract shall be subject to County's prior written approval, not to be unreasonably withheld, delayed, or conditioned. Prior to the Closing, TTH shall submit all such plans and specifications, together with all landscaping and other external design features of the East Tract to County for approval, not to be unreasonably withheld. After Closing, TTH shall not begin construction of any appurtenant buildings, structures, parking lots, or drives that materially deviate from the plans previously approved without first obtaining County's prior written approval thereof, not to be unreasonably withheld.

7. **Closing and Possession.** The "**Closing Date**" shall be within 30 days after TTH satisfies the fund raising requirements and other conditions precedent described in Section 3, above, unless both parties agree in writing to delay the Closing. "**Closing**" means the settlement of the obligations of County and TTH to each other under this Agreement, including the delivery to TTH of a quit-claim deed (the "**Deed**") in proper form for recording and other

transfer documents so as to transfer to TTH fee simple title to the East Tract. Possession shall be given to TTH at the time of Closing.

8. **Easements.** As part of the transfer of the East Tract to TTH, and as will be shown on the plat, each party will agree to grant to each other a permanent and non-exclusive easement for the mutual benefit of the East Tract and the West Tract, or any portions thereof, for the purpose of the location, installation, relocation, maintenance, repair, and replacement of utilities, including, without limitation, electricity, gas, water, sewer, telephone, and cable lines, provided such utilities are located underground to the fullest extent possible; provided, however, that the location of such easements and improvements shall be limited to the perimeter of the East Tract and the West Tract. County and TTH acknowledge and agree that TTH intends to construct a pedestrian walk-way between the East Tract and the West Tract, and the parties agree to cooperate with each other to provide such easements, temporary or otherwise, to enable such construction.

9. **As-Is, Where-Is.** Except as expressly provided in this Agreement, no representation or warranties have been made by County, or anyone in County's behalf, to TTH as to the condition of the East Tract, past uses of the East Tract by any previous owner, operator or lessee, or compliance with any federal, state or local laws, ordinances or regulations, and TTH acknowledges that TTH is not relying upon any such representation or warranty. TTH has had, or prior to the Closing will have, a full and complete opportunity to inspect the East Tract, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on the East Tract as TTH deems necessary. As such, TTH agrees that the East Tract is granted and conveyed by County to TTH, and unconditionally accepted by TTH, in its present condition, AS-IS, WHERE-IS, SUBJECT TO ALL FAULTS. From and after Closing, TTH assumes full responsibility for all defects, flaws, and conditions existing on the East Tract, even if such defects, flaws, or conditions were not observable during TTH's inspections, and TTH hereby releases and discharges County from any and all claims resulting from any such defects, flaws, or conditions.

10. **Taxes and Assessments.** TTH acknowledges that Lot A is currently tax-exempt. Upon conveyance of the East Tract from County to TTH, the East Tract will be placed on the tax rolls and TTH will be fully responsible for all tax liability and special assessments becoming due and payable after the Closing.

11. **Deed Restriction.** The Deed shall contain the following restriction:

For a period of 10 years from the date of this deed, the use of the above-described real estate by Grantee and Grantee's successors and assigns is restricted to the establishment and management of affordable housing, including but not limited to the Lawrence Community Land & Housing Trust program. During such period of time, any other use of said real estate shall require the express, written consent of the Grantor. Grantor may terminate and forever release this deed restriction at any time by recording a signed written statement to such effect with the office of the Register of Deeds of Douglas County, Kansas. If at any time said real estate is used for other than the purposes set out herein, this deed shall be forfeited and the real estate herein described and all of the rights herein conveyed shall at once revert to and revest in and become the property of Grantor, without any declaration of forfeiture or act of re-entry and without any other act by Grantor to be performed and without any right of said

real estate to reclamation or compensation for monies paid or improvements made, as absolutely, fully, and perfectly as if this deed had never been made.

12. **Default By County or TTH.** The following shall apply with respect to defaults under this Agreement:

(a) TTH shall be in default under this Agreement if TTH fails to meet, comply with or perform any material covenant, agreement, or obligation on TTH's part required, within the time limits and in the manner required in this Agreement, for any reason other than as permitted by this Agreement. Notwithstanding the foregoing, however, TTH shall not be in default or failure to perform any covenant, agreement, or obligation required of TTH under this Agreement, the benefit of which accrues primarily to TTH. If TTH defaults under this Agreement, County may terminate this Agreement by notice to TTH.

(b) County shall be in default under this Agreement if County fails to meet, comply with or perform any material covenant, agreement, or obligation on County's part required, within the time limits and in the manner required in this Agreement, for any reason other than as permitted by this Agreement. Notwithstanding the foregoing, however, County shall not be in default or failure to perform any covenant, agreement, or obligation required of County under this Agreement, the benefit of which accrues primarily to County. If County defaults under this Agreement, TTH may either (a) enforce specific performance of this Agreement and seek such other relief as may be provided by law, or (b) terminate this Agreement by notice to County.

13. **West Tract Lease.** TTH acknowledges that County currently leases the West Tract to the United Way and that Section 25 of such lease contemplates the potential replatting of Lot A and County's deeding or leasing the East Tract to a third party, but that the lease requires County to consult with the United Way in good faith and seek the United Way's input concerning proposed or possible uses of the East Tract. TTH agrees to assist County in satisfying this obligation and shall communicate with the United Way and seek the United Way's input in finalizing TTH's plans and specifications for the East Tract.

14. **Further Acts.** County and TTH, upon the written request of the other party, agree to perform any further acts and execute and deliver any documents which may reasonably be necessary to carry out the transactions contemplated by this Agreement.

15. **Construction of Terms, Waivers and Amendments.**

(a) Section headings are for convenience and shall not be used for interpretation or construction of this Agreement.

(b) Feminine or neuter pronouns shall be substituted for masculine pronouns or vice-versa, and the plural shall be substituted for the singular or vice-versa in any place in which the context may require.

(c) No waiver of any breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of such provision or any other provision.

(d) This Agreement may be modified or amended only in writing, signed by both County and TTH.

(e) If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

(f) This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

(g) The laws of the State of Kansas shall govern the validity, enforcement, and interpretation of this Agreement.

16. **Notices.** Notices, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given or submitted upon personal delivery or upon deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested, addressed to TTH or County, as the case may be, at TTH's or County's mailing address as set forth in this Agreement. Notices shall be deemed received upon personal delivery or 3 days following deposit in the mail, if mailed in accordance with this Section.

17. **Integration.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to Lot A and the East Tract, and supersedes all previous Agreements, agreements, and understandings of the parties, either oral or written, relating thereto.

18. **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

19. **Assignment Prohibited.** TTH shall not assign this Agreement or any interest under it, or any interest in or to the East Tract, in whole or in part, without the written consent of County.

20. **No Brokers.** County and TTH represent and warrant each to the other that it has not employed, retained, or consulted any broker, agent, or other finder with respect to this Agreement, the conveyance of the East Tract to TTH, or in carrying on the negotiations relative to this Agreement.

21. **Time of the Essence.** Time is of the essence with regard to the parties' performance under this Agreement.

22. **Binding Effect.** It is mutually agreed that all of the covenants and agreements in this Agreement shall extend to and be obligatory upon the successors and assigns of County and TTH.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the year and date first above stated.

COUNTY:

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

1100 Massachusetts St.
Lawrence KS 66044

ATTEST:

Jameson D. Shew, County Clerk

Mike Gaughan, Chair

TTH:

**TENANTS TO HOMEOWNERS, INC.,
a Kansas not-for profit corporation**

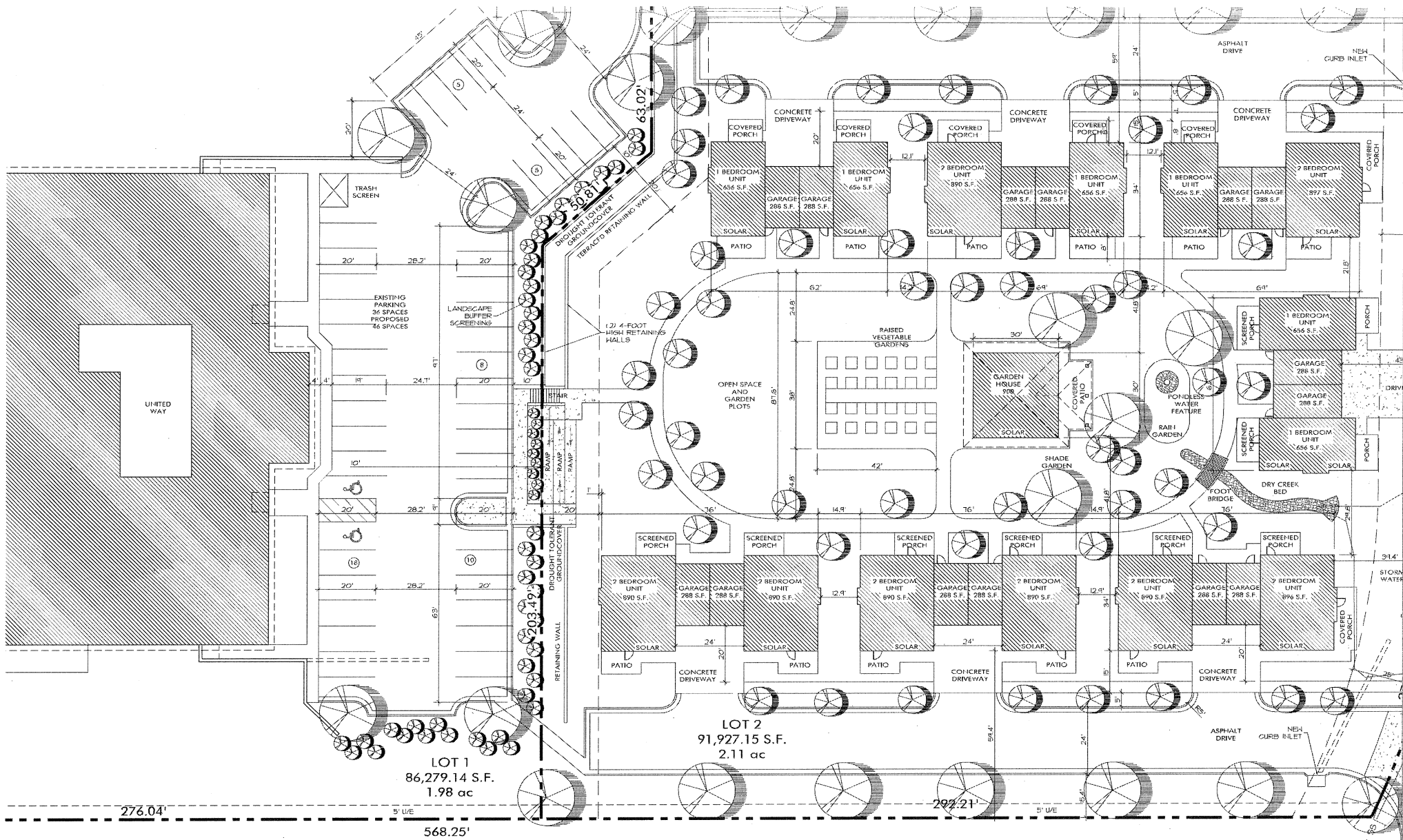
2518 Ridge Ct., Suite 209
Lawrence KS 66046

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
[CONCEPTUAL PLAN]



E PLAN

4.10 ACRES
1.98 ACRES
2.11 ACRES
FFICES - EXISTING
RENTAL HOUSING

LOT 2 PRELIMINARY SITE DATA
SITE AREA
EIGHT 2-BEDROOM DUPLEX UNITS
SIX 1-BEDROOM DUPLEX UNITS
TOTAL
DWELLING BUILDING COVERAGE:

91,927 S.F. = 2.11 AC
16 BEDROOMS
6 BEDROOMS
14 UNITS - 22 BEDROOMS:
15,088 S.F.

TOTAL IMPERVIOUS COVERAGE
TOTAL OPEN SPACE
PERCENT BUILDING COVERAGE
PERCENT PAVEMENT COVERAGE
TOTAL PERCENT OPEN

45,486 S.F.
46,441 S.F.
19.2 %
30.3 %
50.5 %



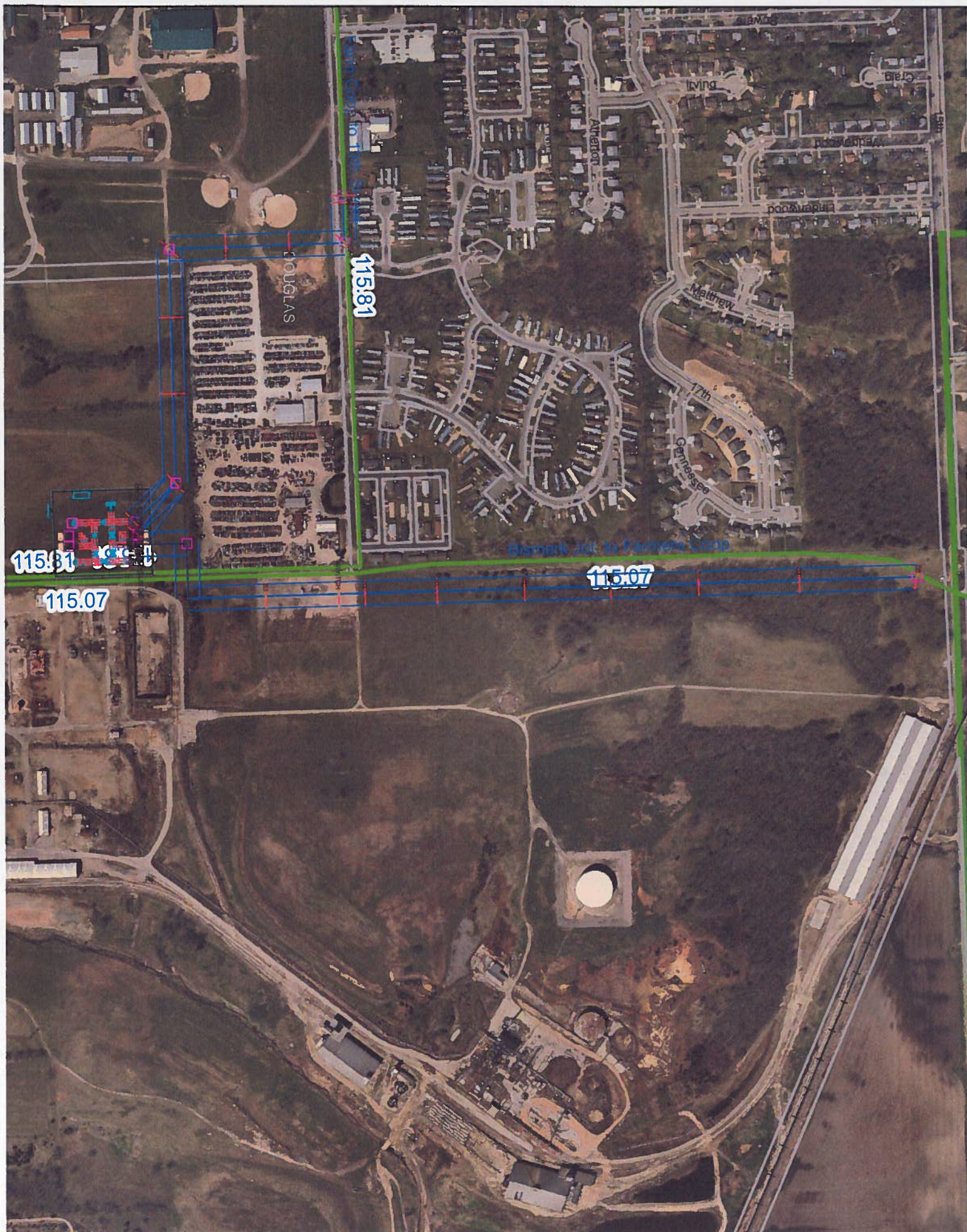
MEMORANDUM

To: Craig Weinaug, Douglas County Administrator
From: Chad Luce, Westar Energy
Date: July 13, 2012
Re: Douglas County Fairgrounds Easement

Westar Energy is in negotiations with the City of Lawrence to construct a new substation, approximately 900 feet north of the existing substation on the former Farmland property. Moving the substation north will allow the City to extend O'Connell road north into the proposed business park and will provide Westar with additional capacity to serve future customers, as well as increase reliability for all customers in the area.

Before Westar can demolish the current substation, the new substation must be operational. The quickest and most efficient path to provide power to the new substation is via the eastern boundary of the Douglas County Fairgrounds. This easement on Fairgrounds property will save Westar approximately three months of construction time and will increase reliability to the new substation.

I would like to be added to a future County Commission agenda to discuss our request in greater detail. Thank you for your consideration.



EMERGENCY COMMUNICATIONS SYSTEM FUNDING AGREEMENT

This Emergency Communications Funding System Agreement (the "Agreement"), dated as of July 1, 2012, is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS** (the "County"), and the **CITY OF LAWRENCE, KANSAS** (the "City").

RECITALS

1. The County and the City entered into an Interlocal Cooperation Agreement as of December 28, 1994 (the "Interlocal Agreement"), providing for the operation of a unified emergency communications system (the "System").

2. The System is in need of various capital improvements (the "Improvements"), and the County and the City wish to enter into this Agreement pursuant to K.S.A. 12-2908 and in furtherance of the Interlocal Agreement to provide for the making of the Improvements by the County and the joint funding by the County and the City of the cost of the Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and contained in the Interlocal Agreement, the parties agree as follows:

1. The Improvements must be made to the System supporting all County and City public safety functions in order that both the County and the City may meet new federal mandates to convert to a different set of frequencies and to replace equipment that is aging and obsolete. The total cost of this Improvements is estimated to be approximately \$6,600,000. The operation of a unified System pursuant to the Interlocal Agreement continues to be the most cost effective way to provide emergency communication services and that the operation of the Improvements will be governed by the Interlocal Agreement except to the extent modified by this Agreement.

2. The County will contract for the acquisition and construction of the Improvements, the Improvements will become the property of the County and the County will insure the Improvements.

3. The cost of the Improvements will be shared by the County and the City as provided in the Interlocal Agreement for the sharing of operating expenses of the System, with the County paying 34% of the cost of the Improvements and the City paying 66% of the cost of the Improvements; provided, however, the City will receive a credit towards the City's share of the cost of the Improvements in the amount of \$1,260,616 (representing the County's agreed-upon but previously unpaid share of the costs of the City's main fire station located at 19th and Iowa in the City), and thus the County will pay \$1,260,616 of the City's share of the cost of the Improvements. In addition the City will not share in any costs that the County may incur for the renovations at the Judicial Law Enforcement Center or any portion of the Improvements or related items that benefit the County only. Accordingly, the City's contribution shall not exceed \$3,095,384, and the County's contribution shall not exceed \$4,254,616 for the Improvements. If the costs of the Improvements exceed the parties' respective contributions as set forth in this Paragraph, the parties shall not proceed with the Improvements until they have reached an agreement for paying for the additional costs.

The City will pay for its share of the cost of the Improvements in three annual installments, the first installment being paid to the County upon the later to occur of (1) the County's signing of the contract for the acquisition of the Improvements or (2) the closing of the City's financing of the City's first installment in the Fall of 2012. The City's first two annual installment payments will be in the amount of \$1,000,000 each, and the third installment will be in an amount equal to the remaining unpaid balance of the City share of the cost of the Improvements.

4. The County and the City will each be solely responsible for arranging for the financing and funding of its respective share of the cost of the Improvements.

5. The County will give the City a credit against the City's share of the operating expenses of the System equal to 66% of any payment received by the County from the University of Kansas with respect to the Improvements.

6. Neither the County nor the City will take any action that would adversely affect the exemption from federal income taxation of the interest on any financing of the Improvements by the other party. The County and the City agree that the portion of Improvements constituting the communications tower to be located in the Globe area of Douglas County (the "Globe Tower") and the land development costs related to the construction of the Globe Tower will be paid for with cash or other funds other than the proceeds of a tax-exempt financing. The City will contribute \$95,000 of cash towards the construction of the Globe Tower and the County will pay for the remainder of such construction. Each party will receive a credit for the amount of the cash it pays for the Globe Tower against its respective share of the cost of the Improvements.

7. The duration of this Agreement shall be perpetual and shall remain in full force and effect unless terminated, amended or modified in writing by both the County and the City. Any termination will be conducted pursuant to section 7 of the Interlocal Agreement.

8. This Agreement constitutes the complete and final understanding of both the County and the City with respect to the making of the Improvements and the sharing of the cost thereof.

IN WITNESS WHEREOF, the County and the City have each caused this Agreement to be executed by its duly authorized officials.

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

By _____
Mike Gaughan, Chairperson

(SEAL)

ATTEST:

Jameson D. Shew, County Clerk

THE CITY OF LAWRENCE, KANSAS

By _____
Robert J. Schumm, Mayor

(SEAL)

ATTEST:

Jonathan M. Douglass, City Clerk



DOUGLAS COUNTY ZONING & CODES DEPARTMENT

Memorandum to County Commission

August 8, 2012

Accessory Buildings Administrative Policy Change:

Definition of Accessory Building & Accessory Use in the County Zoning Regulations:

12-303-1.01. ACCESSORY BUILDING. *An accessory building is a subordinate building or a portion of the main building, the use of which is clearly incidental to or customarily found in connection with, and (except as otherwise provided in this Resolution) located on the same lot as the main building or principal use of the land.*

12-303-1.02. ACCESSORY USE. *An accessory use is one, which is clearly incidental to or customarily found in connection with, and (except as otherwise provided in this Resolution) on the same lot as the principal use of the premises. "Accessory Use" includes, but is not limited to, the following:*

a. Residential accommodations for domestics or guests and not rented or otherwise used as a separate domicile and containing no kitchen facilities or separate utility meters.

b. Residential accommodations for caretakers or proprietors on the same lot with any use listed in Section 12-309-2. When "accessory" is used in the text, it shall have the same meaning as "Accessory Use".

Background –

The construction of an accessory building on a rural property is a permitted use in all three residential districts in the County ("A" Agricultural, "A-1" Suburban Home Residential, and "R-1" Single-Family Residential). On occasions in the past, the Zoning & Codes Department has run into zoning compliance issues in conjunction with the use of permitted accessory buildings – or the conversion of unpermitted agricultural buildings.

Two examples of zoning compliance issues pertaining to "after-the-fact" use of an accessory building/ agricultural building are:

- The addition of kitchen facilities, converting the building into a second residential dwelling on the property; or,
- Use of the interior of the building(s), on a residential property, for the operation of an unlicensed rural home business or for the expansion of a licensed rural home occupation/rural home business, beyond the maximum square footage permitted for the type of home business operated.

Proposed Administrative Procedure and Policy Change –

In the past, the actions of a few were penalizing the good intentions of any property owner considering development of an accessory building. Staff is open to alternatives to the previous administrative policy. The two specific usage issues of accessory buildings (presented above) have been discussed with the County Counselor with the intent of finding an alternative policy/procedure. The result of this discussion was development of draft affidavits for recording that would provide public notice regarding the approved and permitted use of these two types of accessory buildings.

Staff Recommendation: Endorse the adoption of this change in administrative policy & procedure to permit the use of signed and recorded affidavits for accessory buildings with full bathrooms, or those built for personal use on registered home business properties. [Copies of the draft affidavits are attached.]

iceAccessory Building Bathroom Affidavit

THE FOLLOWING AFFIDAVIT SHALL BE FULLY COMPLETED. This affidavit shall be submitted to the Zoning & Codes Office, with filing fee (\$8 for first page, PLUS \$4 per additional page), to be recorded at the Douglas County Register of Deeds upon approval.

AFFIDAVIT FOR ACCESSORY BUILDING BATHROOM

The undersigned, do(es) swear (or affirm) under penalty of perjury that the undersigned has personal knowledge of the statements and representations set forth in this Affidavit and that the statements and representations are true and correct:

1. _____ (printed name), is/are the owner(s) of the following legally described real property:

(insert legal description below)

located at _____ (insert situs address) in Douglas County, Kansas.

2. The construction and installation of a full bathroom in the Accessory Building on the above described property (located as provided on the attached drawing or schematic) is solely for the non-residential use.

3. The undersigned understands that only one residential structure is generally permitted for occupancy on the above described property (with some limited exceptions related to an accessory dwelling for farm workers). The further undersigned understands that Douglas County's permission to construct a full bathroom in the Accessory Building does not permit, convey, or authorize approval of the use of the Accessory Building as a residential dwelling unit as defined in section the Douglas County Zoning Regulations. As such, the Accessory Building will not be converted in the future into an residential dwelling unit, guest house, or second dwelling unit on the above described property without meeting the then applicable Zoning Regulations and Building Codes applicable to residential dwelling units/structures.

4. The undersigned pledges to comply with the provisions set forth above and to comply with all the standards and regulations of the adopted Zoning Regulations and Building Codes applicable to residential dwelling units/structures.

IN WITNESS WHEREOF, this Affidavit is signed under penalty of perjury this ____ day of _____.

Signature

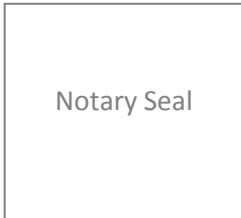
Date

Signature

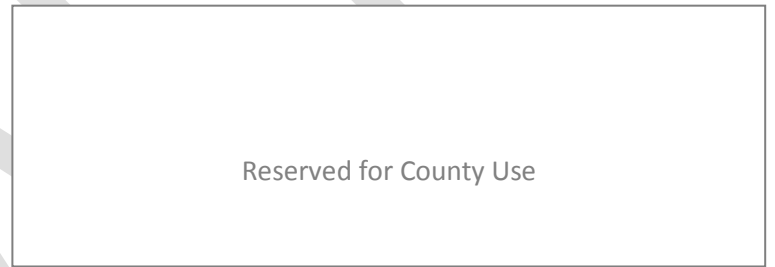
Date

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO (or affirmed) before me this _____ day of _____ 2012, by _____, and _____, who are personally known to me to be said persons who executed the within instrument, and duly acknowledged the execution of the same.



Notary Public
My appointment expires: _____



Accessory Building Personal Use on Rural Home Business Site Affidavit

THE FOLLOWING AFFIDAVIT SHALL BE FULLY COMPLETED. This affidavit shall be submitted to the Zoning & Codes Office, with filing fee (\$8 for first page, PLUS \$4 per additional page), to be recorded at the Douglas County Register of Deeds upon approval.

AFFIDAVIT FOR ACCESSORY BUILDING ON RURAL HOME BUSINESS PROPERTY

The undersigned, do(es) swear (or affirm) under penalty of perjury that the undersigned has personal knowledge of the statements and representations set forth in this Affidavit and that the statements and representations are true and correct:

1. _____ (printed name), is/are the owner(s) of the following legally described real property:

(insert legal description below)

located at _____ (insert situs address) in Douglas County, Kansas, on which property a Rural Home Business Occupation [Type II] is currently being conducted.

2. The construction of an additional Accessory Building on the above-described property (to be located as provided on the attached drawing or schematic) is solely for personal and non-Rural Home Business Occupation use and, therefore, the square footage of this additional Accessory Building is not included towards the maximum square footage limitation established for Rural Home Business Occupations in the Zoning Regulations.

3. The additional Accessory Building will not be converted into additional space for the Rural Home Business Occupation nor any other use without meeting the then applicable Zoning Regulations and Building Codes applicable to the additional Accessory Building.

4. The undersigned agrees to permit Douglas County Zoning & Codes inspectors to inspect this Accessory Building as part of its annual inspection of the Rural Home Business Occupation use so the inspectors may independently determine that the additional Accessory Building is not used as part of the Rural Home Business Occupation or for any other use not permitted.

5. The undersigned pledges to comply with the provisions set forth above and to comply with all the standards and regulations of the adopted Zoning Regulations and Building Codes applicable the additional Accessory Building and the Rural Home Business Occupation.

IN WITNESS WHEREOF, this Affidavit is signed under penalty of perjury this ____ day of _____.

Signature

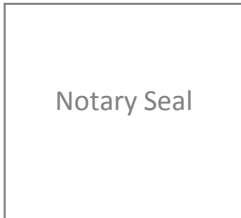
Date

Signature

Date

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO (or affirmed) before me this _____ day of _____ 2012, by _____, and _____, who are personally known to me to be said persons who executed the within instrument, and duly acknowledged the execution of the same.



Notary Public
My appointment expires: _____

