

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 10, 2016

6:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders
- (b) Consider approval of Real Estate Contract with USD497 for USD497 to sell property located at 146 Maine Street and in return purchase Douglas County property located at 711 E 23rd Street (Craig Weinaug);
- (c) Consider approval of consulting contract with AJW Consulting, LLC. (Craig Weinaug);
- (d) Approval of Project Agreement with KDOT Roadside Safety Improvements on Route 458 from E 1800 to E 2000, KDOT Project No. 23 C-4857-01, DGCO Project No. 2015-17 (Keith Browning); and
- (e) Consider approval of Consent Agenda approval of construction contract for Project No. 2015-69 Bridge Deck Repair 17.82N-10.00E (Keith Browning)-Backup to follow

REGULAR AGENDA

- (2) Public Hearing on the 2017 Budget and consider approval of a County resolution expressing the property taxation policy of the Douglas County Commission with respect to financing the annual budget for 2017.
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- Board of Construction Codes Appeals (1) position 12/15**
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

THURSDAY, AUGUST 11, 2016

-9:00 a.m. – Primary Election Canvass

WEDNESDAY, AUGUST 17, 2016 – light agenda

WEDNESDAY, AUGUST 24, 2016

4:00 p.m.

- Accept the 2015 Financial Statements
- Finalize and approval 2015-2019 Capital Improvement Plan (Tentative) Sarah Plinsky/Keith Browning)
- Extension request for Conditional Use Permit, CUP-15-00229, for Burning Barrel, a specialty butcher shop (*Value Added Agriculture*) located at 292 N. 2100 Road. Mary Miller is the Planner.

WEDNESDAY, AUGUST 31, 2016

WEDNESDAY, SEPTEMBER 7, 2016

WEDNESDAY, SEPTEMBER 14, 2016 - Cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 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.*

REAL ESTATE CONTRACT

THIS CONTRACT is made this ____ day of _____, 2016, between Board of County Commissioners of Douglas County, Kansas (“**Douglas County**” or “**Seller**”) and Unified School District 497, Douglas County, Kansas, a municipal corporation, (“**USD 497**” or “**Buyer**”) (each a “party” and, collectively, the “parties”).

WHEREAS, Douglas County desires to sell its former maintenance shop located at 711 E. 23rd Street to USD 497; and

WHEREAS, USD 497 desires to sell its maintenance shop located at 146 Maine Street to Douglas County; and

WHEREAS, the parties have agreed that Douglas County will sell 711 E. 23rd Street to USD 497 in exchange for 146 Maine Street plus \$500,000.00, subject to the terms and conditions this Contract;

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

1. **SELLER’S AGREEMENT TO SELL:** Subject to the terms and provisions of this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the “**Property**”) which is commonly known as 711 E. 23rd Street, Lawrence, Kansas:

(a) The real estate (“**Property**”) is legally described as follows:

Tract No. One (1) in South East Lawrence Suburban Acres Division in Section 7, Township 13, Range 20, less north part; and Tract No. Two (2) and Tract No. Three (3) in Learnard’s Suburban Acres Division, in Section 7, Township 13, Range 20, less north part of each Tract; containing 7.7 acres, more or less.

(b) All other rights, privileges and appurtenances owned by Seller and in any way related to the Property.

(c) Seller will deed the Property to USD 497 at Closing.

2. **CONSIDERATION:** Buyer agrees to pay Seller for the Property the **Purchase Price** of Five Hundred Thousand Dollars (\$500,000.00), plus the conveyance of the property commonly known as 146 Maine Street, Lawrence, Kansas, and as herein described (“146 Maine Street”):

(a) The legal description of 146 Maine Street is as follows:

Lots 41, 42, 43, 44, 45, 46, 47 and 48 in Block No. 5, in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas.

(b) All other rights, privileges and appurtenances owned by Buyer and in any way related to 146 Maine Street.

(c) The Purchase Price, subject to adjustments as elsewhere provided herein, shall be paid at Closing, in cash or cashier's check.

(d) Buyer will deed Seller 146 Maine Street to Douglas County at Closing.

3. Earnest Money. Within five (5) business days from the Effective Date, Buyer shall pay Douglas County the amount of Fifty Thousand Dollars and No/100 Dollars (\$50,000.00) ("Earnest Money"). If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the Purchase Price to be paid by Buyer at the Closing. However, if this Agreement is terminated by either party in accordance with such party's right to do so under the terms hereof, the Earnest Money shall be returned to Buyer.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller makes each of the following representations and warranties to the best of Seller's knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract and as of the Closing, and survive the Closing:

(a) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated in this Contract on the date of closing, and the person who executes and delivers this Contract and all documents to be delivered to Buyer under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the Property to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Seller has not engaged any real estate agent or other advisor in connection with this transaction and that it has taken no other action which might expose the Buyer to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Seller shall indemnify and hold Buyer harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(d) Except as expressly provided in this Contract, no representation or warranties have been made by Buyer, or anyone in Buyer's behalf, to Seller as to the condition of the 146 Maine Street; Seller has had or will have a full and complete opportunity to inspect 146 Maine Street, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies of 146 Maine Street as Seller deems necessary; Seller waives, from and after the end of the Occupancy Period, as herein defined, any and all objections to or complaints about physical characteristics and existing conditions of 146 Maine Street, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, 146 Maine Street, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and takes title to 146 Maine Street "**as is.**"

(e) Seller has no knowledge of any street, road, avenue, highway, alley, passageway or parking lot, or unrecorded easement, encroachment, overlap, boundary line dispute or other encumbrance or lien of any kind or nature whatsoever, which could affect the Property or the occupancy or use thereof.

(f) Seller has no knowledge of any unrecorded lease of the Property, and the sole party in possession and with right to possession of the Property is Seller; provided, however, that the City of Lawrence operates a waste disposal location on the eastern edge of the Property. Seller will direct the City of Lawrence to vacate the Property on or before Closing.

(g) Seller has not entered into any agreement for services, labor or material that has caused or will cause a mechanic's, materialman's or other lien to be placed against the Property.

(h) Seller has no knowledge of any action, suit, proceedings or other claim pending against Seller that could interfere with Seller's ability to execute this Contract or carry out Seller's obligations hereunder or otherwise affect the Property, or that could in any way constitute or have the effect, presently or in the future, of creating a lien, claim or obligation of any kind against the Property, nor does Seller have any knowledge of such a threatened or contemplated action, suit, proceedings or other claim; regardless, Seller shall, for six (6) months following the Closing, save, indemnify, defend and hold harmless Buyer from and against any and all liabilities, losses, damages and expenses, including without limitation, reasonable attorney fees, in connection therewith or as a result thereof where the facts of the same are based upon occurrences that arose prior to the date of Closing.

(i) Other than Buyer, no person or entity has any right or option to acquire or purchase the Property or any part thereof.

(j) The execution and delivery of this Contract and the consummation of the transaction contemplated herein will not conflict with or result in the breach of any mortgage, lease or other agreement to which Seller is a party or which governs the

Property or the operation, occupancy or use thereof.

(k) Seller is not in default under any mortgage, lease, agreement, judgment, decree or order relating to the Property or the occupancy or use thereof, and there exists no state of facts that, with the giving of notice or passage of time, or both, would constitute a default thereunder.

(l) From the date hereof and until Closing, Seller shall not deliberately cause nor willfully allow any materially adverse change in or to the Property, and Seller shall maintain and deliver the same at Closing in its present general condition, ordinary wear and tear excepted.

(m) All electrical systems, plumbing systems, heating systems, and air conditioning equipment conveyed with the Property are currently in sound functional and operational condition and the same shall be in sound functional and operational condition as of the date of Closing. This document shall be construed as an assignment as of the date of closing from Seller to Buyer of all warranties, if any, by the manufacturer, retailer or installer, whether expressed or implied, to all items to be conveyed or sold by this transaction. In addition to its inspection rights as provided elsewhere in this Contract, Buyer shall have one hundred eighty (180) days from the Effective Date to examine the functional and operational condition of the electrical systems, plumbing systems, heating systems, air conditioning and other mechanical equipment conveyed with the Property. Seller makes no representations or warranties concerning any mechanical equipment except as expressly provided in this section with respect to electrical systems, plumbing systems, heating systems, and air conditioning. All other mechanical equipment is conveyed "as is, where is," and Seller undertakes no further duties with respect to such equipment.

(n) The improvements on the Property are within the boundary lines of the Property, the improvements do not encroach on any easement, the improvements do not violate any setback requirements and no adjoining structures encroach on the Property.

5. **BUYER'S REPRESENTATIONS AND WARRANTIES:** Buyer makes each of the following representations and warranties to the best of Buyer's knowledge, each of which shall constitute a material part of the consideration for this Contract, be accurate and true as of the date of this Contract, as of the Closing, and as of the end of the Occupancy Period, and survive the Closing and end of the Occupancy Period:

(a) Buyer has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transaction contemplated in this Contract, and the person who executes and delivers this Contract and all documents to be delivered to Seller under this Contract is and shall be duly authorized to do so.

(b) Conveyance of the Property to Buyer and the consummation of the transaction described in this Contract in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

(c) Except as expressly provided in this Contract, no representation or warranties have been made by Seller, or anyone in Seller's behalf, to Buyer as to the condition of the Property; Buyer has had or will have a full and complete opportunity to inspect the Property, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on the Property as Buyer deems necessary; Buyer waives, from and after Closing, any and all objections to or complaints about physical characteristics and existing conditions of the Property, including, without limitation, structural conditions, environmental or subsurface conditions in, on, under, or related to, the Property, and compliance or non-compliance with the Americans with Disabilities Act of 1990, and purchases the Property "**as is.**"

(d) Except as expressly provided in this Contract, Buyer shall assume, and shall covenant to undertake and discharge, from and after the Closing, all liabilities and obligations arising from (i) any condition which now exists and may hereafter be found to exist in, on, under or about the Property; or (ii) determination that the Property, or any portion of the Property, violates any applicable law, ordinance, regulation, or ruling relating to the structural or physical condition of the Property.

(e) Buyer has not engaged any real estate agent in connection with this transaction and that it has taken no other action which might expose the Seller to any risk of having to pay any commission or other charge in connection with the Closing of this transaction. Buyer shall indemnify and hold Seller harmless from all claims and expenses (including attorney fees) resulting from the breach of the foregoing representation and warranty.

(f) Buyer has no knowledge of any street, road, avenue, highway, alley, passageway or parking lot, or unrecorded easement, encroachment, overlap, boundary line dispute or other encumbrance or lien of any kind or nature whatsoever, which could affect 146 Maine Street or the occupancy or use thereof.

(g) Buyer has no knowledge of any unrecorded lease of 146 Maine Street, and the sole party in possession and with right to possession of the 146 Maine Street is Buyer.

(h) Buyer has not entered into any agreement for services, labor or material that has caused or will cause a mechanic's, materialman's or other lien to be placed against 146 Maine Street.

(i) Buyer has no knowledge of any action, suit, proceedings or other claim pending against Buyer that could interfere with Buyer's ability to execute this Contract or carry out Buyer's obligations hereunder or otherwise affect the 146 Maine Street, or that could in any way constitute or have the effect, presently or in the future, of creating a

lien, claim or obligation of any kind against 146 Maine Street, nor does Buyer have any knowledge of such a threatened or contemplated action, suit, proceedings or other claim; regardless, Buyer shall, for six (6) months following the end of the Occupancy Period, save, indemnify, defend and hold harmless Seller from and against any and all liabilities, losses, damages and expenses, including without limitation, reasonable attorney fees, in connection therewith or as a result thereof where the facts of the same are based upon occurrences that arose prior to the end of the Occupancy Period.

(j) Other than Seller, no person or entity has any right or option to acquire or purchase 146 Maine Street or any part thereof.

(k) The execution and delivery of this Contract and the consummation of the transaction contemplated herein will not conflict with or result in the breach of any mortgage, lease or other written or oral agreement to which Buyer is a party or which governs 146 Maine Street or the operation, occupancy or use thereof.

(l) After the Effective Date, Buyer shall not cause, suffer or permit any lien or encumbrance on 146 Maine Street. Buyer shall defend, indemnify, and hold Seller harmless against any such lien or encumbrance, and shall take all necessary steps to secure removal of such lien or encumbrance, at Buyer's sole expense.

(m) Buyer is not in default under any mortgage, lease, agreement, judgment, decree or order relating to 146 Maine Street or the occupancy or use thereof, and there exists no state of facts that, with the giving of notice or passage of time, or both, would constitute a default thereunder.

(n) From the date hereof and until the end of the Occupancy Period, Buyer shall not deliberately cause nor willfully allow any materially adverse change in or to 146 Maine Street, and Buyer shall maintain and deliver the same at the end of the end of the Occupancy Period in its present general condition, ordinary wear and tear excepted. Provided, however, that if Buyer determines that it would like to remove any equipment, fixtures, or otherwise alter 146 Maine Street, Buyer may request Seller's authorization to do so, and if such authorization is granted in writing by the Seller's County Administrator, Buyer may remove such items or otherwise alter 146 Maine Street in accordance with such written authorization.

(n) All electrical systems, plumbing systems, heating systems, and air conditioning equipment conveyed with 146 Maine Street are currently in sound functional and operational condition and the same shall be in sound functional and operational condition as of the date of Closing and the end of the Occupancy Period. This document shall be construed as an assignment as of the date of closing from Buyer to Seller of all warranties, if any, by the manufacturer, retailer or installer, whether expressed or implied, to all items to be conveyed or sold by this transaction. In addition to its inspection rights as provided elsewhere in this Contract, Seller shall have one

hundred eighty (180) days from the Effective Date to examine the functional and operational condition of the electrical systems, plumbing systems, heating systems, air conditioning and other mechanical equipment conveyed with 146 Maine Street. Buyer makes no representations or warranties concerning any mechanical equipment except as expressly provided in this section with respect to electrical systems, plumbing systems, heating systems, and air conditioning. All other mechanical equipment is conveyed “as is, where is,” and Buyer undertakes no further duties with respect to such equipment.

(n) The improvements on 146 Maine Street are within the boundary lines of 146 Maine Street, the improvements do not encroach on any easement, the improvements do not violate any setback requirements and no adjoining structures encroach on 146 Maine Street.

6. **TITLE INSURANCE.**

6.1 Buyer, at its sole cost and expense, shall procure a title commitment (the “Title Commitment”) within ninety (90) days of the Effective Date, evidencing that Seller is vested with fee simple, marketable title to the Property, including any and all easement rights owned by Seller relating to the Property, subject only to the Permitted Exceptions (as hereinafter defined) or exceptions that are to be removed on or before Closing, and otherwise indicating the terms and conditions upon which the Title Company will insure title to the Property. The cost of a standard Title Commitment (and the resulting title policy) for the Property shall be paid by Buyer, and the cost of any special endorsements to the Title Commitment requested by Buyer shall be paid by Buyer.

6.2 Seller, at its sole cost and expense, shall procure a title commitment (the “Title Commitment”) within ninety (90) days of the Effective Date, evidencing that Buyer is vested with fee simple, marketable title to 146 Maine Street, including any and all easement rights owned by Buyer relating to 146 Maine Street, subject only to the Permitted Exceptions (as hereinafter defined) or exceptions that are to be removed on or before Closing, and otherwise indicating the terms and conditions upon which the Title Company will insure title to 146 Maine Street. The cost of a standard Title Commitment (and the resulting title policy) for 146 Maine Street shall be paid by Seller, and the cost of any special endorsements to the Title Commitment requested by Seller shall be paid by Seller.

6.3 If either Title Commitment discloses any defects, liens, or encumbrances objectionable to either party, the objecting party may object in writing to the other party no later than the date occurring forty five (45) days prior to the expiration of the Inspection Period, as the same may be extended in accordance with the terms of this Agreement. If a party shall fail to object in writing to any matter contained in the Title Commitment within such timeframe, that party shall be deemed to have waived the right to object to that matter and such matter is referred to herein as a “Permitted Exception”; provided, however, that in no event shall any liens, mortgages or other monetary encumbrances upon title subject to satisfaction by payment of a monetary sum constitute a Permitted Exception, such matters to be satisfied out of the proceeds

at Closing if not resolved prior to Closing. If an objecting party notifies the other party of any title objection within such timeframe, the party shall inform the objecting party within seven (7) days of its receipt of the objection as to whether it intends to attempt to cure or remedy such defects (with the non-objecting party having no obligation whatsoever to so cure or remedy any such defects). If the party notifies the objecting party of its intent to cure such defects, then that party shall promptly and diligently attempt to effect such cure; provided, however, if reasonably necessary, Closing shall be extended for such time as deemed reasonably necessary to cure such defects. If the party (i) fails to respond within such seven (7) day period, (ii) is unwilling or unable to cure such objections as stated in a response to the objection within such seven (7) day period, or (iii) is unable to cure any defects in a reasonable amount of time (whether or not the Inspection Period has expired or whether or not Closing has been extended), then the objecting party, at its option, may elect either to:

6.3.1 Accept title to the property in its then existing condition; or

6.3.2 Terminate this Agreement and, if applicable, the Earnest Money shall be returned to Buyer, whereupon the parties shall have no further obligations under this Agreement.

7. **INSPECTION PERIOD AND GOVERNMENTAL APPROVALS PERIOD.**

7.1 Inspection Period. Both parties shall have a period of one hundred eighty (180) days from the Effective Date to inspect the property they are receiving, the Title Commitment, and perform environmental, soil, hazardous materials or other testing necessary in each party's sole discretion (the "Inspection Period") provided, however, that any inspections or investigations or other activities that are invasive with respect to the property, or which may affect a party's use of the property, must have the owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. The parties shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by a party relating to the inspection of a property shall be at that party's expense. In the event an inspecting party determines in its sole and absolute discretion that the condition of the property is not satisfactory in any respect, that party may elect to terminate this Agreement by delivering written notice thereof to the other party on or before the expiration of the Inspection Period. The inspecting party shall promptly repair and restore any damage to the property caused by inspecting party, its agents and contractors, and upon completion of the investigations and tests, the inspecting party shall restore the property to substantially the same conditions as it existed before the inspection. In the event that Buyer does elect to terminate this Agreement pursuant to this Section on or prior to the expiration of the Inspection Period, Seller agrees that the Earnest Money shall immediately returned to Buyer unless otherwise provided herein.

BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE BUILDINGS CURRENTLY LOCATED ON THE PROPERTY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, AND (iii) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. BUYER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, ITS AGENTS OR CONTRACTORS, INCLUDING THE PROPERTY DATA. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER. THE SALE IS MADE "AS IS, WHERE IS" AND WITH ALL FAULTS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

SELLER ACKNOWLEDGES THAT BUYER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE BUILDINGS CURRENTLY LOCATED ON 146 MAINE STREET, (ii) THE SUITABILITY OF 146 MAINE STREET FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, AND (iii) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, BUYER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. SELLER SHALL RELY SOLELY ON ITS OWN

INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY BUYER, ITS AGENTS OR CONTRACTORS, INCLUDING THE PROPERTY DATA. BUYER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF BUYER. THE SALE IS MADE "AS IS, WHERE IS" AND WITH ALL FAULTS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

7.2 Entitlement and Necessary Governmental Approvals Period. Buyer shall have a period one hundred eighty (180) days from the Effective Date (running concurrently with the Inspection Period) to pursue entitlements and any necessary governmental approvals deemed necessary by Buyer for its desired use of the Property (the "**Entitlement and Governmental Approvals Period**"), including but not limited to rezoning the Property from GPI to IG. During the Entitlement and Governmental Approvals Period, Buyer may pursue, and Seller shall cooperate (to the extent such cooperation shall be at no cost to Seller) with Buyer in connection with Buyer's pursuit of, land use and zoning, platting, permitting, entitlements, and any other governmental approvals Buyer deems necessary for the Property in its sole discretion (collectively, the "**Entitlements**"). Seller agrees during the Entitlement and Governmental Approvals Period to execute any document reasonably required by Buyer in pursuit of such Entitlements. Buyer shall proceed during the Entitlement and Governmental Approvals Period to secure any Entitlements and approval in good faith and with due diligence. In the event Buyer is unable to secure the Entitlements necessary for its intended use of the Property (in Buyer's sole and absolute discretion), Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller on or before the expiration of the Entitlement and Governmental Approvals Period, whereupon the Earnest Money shall be returned to Buyer. In the event that Buyer does not elect to terminate this Agreement pursuant to this Section on or prior to the expiration of the Entitlement and Governmental Approvals Period, Buyer agrees that the Earnest Money shall immediately become nonrefundable to Buyer, immediately paid to Seller by Escrow Agent unless otherwise provided herein, and completely applicable to the Purchase Price in the event of Closing.

7.3 Extensions of Entitlement and Governmental Approvals Period. Provided that Buyer has applied for and is diligently pursuing the Entitlements, Buyer may extend the Entitlement and Governmental Approvals Period (but not the Inspection Period) for up to two (2) consecutive thirty (30) day periods (each an "**Extension Period**"). Buyer may elect to exercise such rights by, on or prior to the expiration of the Entitlement and Governmental Approvals Period (or the previous Extension Period, as the case may be) by providing to Seller written notice of Buyer's election to so extend the Entitlement and Governmental Approvals Period. During each Extension Period, Buyer retains the right to terminate this Agreement for any reason pertaining to the failure to secure entitlements and approvals necessary for its intended use of the Property (in Buyer's sole and absolute discretion), by giving written notice to Seller on or before the expiration of the applicable Extension Period. In such event, the Earnest Deposit paid by Buyer shall not be returned to Buyer and the parties shall have no further obligations to one another under this Agreement.

8. **THE CLOSING.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on a date reasonably agreed by Seller and Purchaser but in no event later than the later of thirty (30) days following the expiration of the Inspection Period or, if applicable, ten (10) days after the expiration of all appeal periods relating to the Entitlements ("Closing Date").

At the Closing, the following shall occur and each shall be conditions precedent to Closing: (a) Seller shall deliver to Buyer a General Warranty Deed for the Property in a form reasonably acceptable to Buyer and the Title Company, subject only to the Permitted Exceptions; (b) Buyer shall deliver to Seller a General Warranty Deed for 146 Maine Street in a form reasonably acceptable to Seller and the Title Company, subject only to the Permitted Exceptions; (c) Buyer shall pay the Seller the balance of the Purchase Price; (d) both parties shall execute and deliver such other documents and instruments as are reasonably required to consummate the transactions contemplated by this Agreement including, without limitation, a settlement statement; (e) both parties shall execute any documentary and other evidence as may be reasonably required by the Title Company evidencing the status and capacity of Buyer and Seller, and the authority of the person or persons who are executing the various documents; and (f) possession of the Property shall be given to Buyer.

9. **CASUALTY.**

9.1 If, after the Effective Date and prior to Closing, all or any part of the Property shall be destroyed or damaged by any casualty or shall be condemned by governmental or other lawful authority, or if condemnation proceedings have been or are being threatened against the Property, or any part thereof, or if there has been any material change in the condition of the Property after the Effective Date, Buyer may inspect the Property and may, by written notice to Seller, cancel this Contract, in which event the Title Company shall deliver the Earnest Money to Buyer and then the parties shall have no further obligation or liability hereunder, or Buyer may proceed to Closing and complete the purchase of the Property as provided in this Contract, in which event Buyer shall prosecute or compromise all of the associated insurance or condemnation claims and receive and retain all of the proceeds therefrom and Seller shall make a full assignment of the proceeds of Seller's fire, extended coverage and any other insurance and all condemnation awards payable as a result of such destruction, damage or condemnation. Seller shall promptly notify Purchaser upon the occurrence of any events set forth in this section.

9.2 Seller agrees to maintain Seller's current fire and extended coverage insurance on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing.

9.3 If, after the Effective Date and prior to Closing, all or any part of 146 Maine Street shall be destroyed or damaged by any casualty or shall be condemned by governmental or other lawful authority, or if condemnation proceedings have been or are being threatened against the 146 Maine Street, or any part thereof, or if there has been any material

change in the condition of 146 Maine Street after the Effective Date, Seller may inspect 146 Maine Street and may, by written notice to Buyer, cancel this Contract, in which event the Title Company shall deliver the Earnest Money to Buyer and then the parties shall have no further obligation or liability hereunder, or Seller may proceed to Closing and complete the purchase of the 146 Maine Street as provided in this Contract, in which event Seller shall prosecute or compromise all of the associated insurance or condemnation claims and receive and retain all of the proceeds therefrom and Buyer shall make a full assignment of the proceeds of Buyer's fire, extended coverage and any other insurance and all condemnation awards payable as a result of such destruction, damage or condemnation. Buyer shall promptly notify Purchaser upon the occurrence of any events set forth in this section.

9.4 Buyer agrees to maintain Buyer's current fire and extended coverage insurance on the 146 Maine Street until the end of the Occupancy Period. Buyer shall do ordinary and necessary maintenance, upkeep and repair to 146 Maine Street through the end of the Occupancy Period.

10. POST CLOSING OCCUPANCY OF 146 MAINE STREET BY BUYER.

Seller agrees that Buyer may retain the possession and use of 146 Maine Street as its maintenance shop until 12:00 midnight on October 31, 2017 (the period from Closing to 12:00 midnight on October 31, 2017 is, herein, "the Occupancy Period") and such right survives Closing and transfer of ownership of 146 Maine to Seller. Buyer shall vacate 146 Maine Street on or before 12:00 midnight on October 31, 2017, and shall deliver exclusive possession to Seller in substantially the same condition as exists at Closing, broom clean, reasonable wear and tear excepted. Provided, however, consistent with section 5(n) of this Contract, if Buyer determines that it would like to remove any equipment, fixtures, or otherwise alter 146 Maine Street, Buyer may request Seller's authorization to do so, and if such authorization is granted in writing by the Seller's County Administrator, Buyer may remove such items or otherwise alter 146 Maine Street in accordance with such written authorization. Notwithstanding anything to the contrary in this Contract, during the Occupancy Period, Buyer shall maintain at its sole expense liability, property and casualty insurance on 146 Maine Street in coverage amounts reasonably acceptable to Seller, and Buyer shall cause Seller to be named as an additional insured on such policy(ies) of insurance. In the event of any damage or loss to 146 Maine Street during the Occupancy Period, Buyer agrees to promptly repair and remedy such damage or loss, and if Buyer fails to do so, Buyer shall assign all insurance proceeds or other compensation or recovery associated with such damage or loss to Seller. Buyer shall permit Seller and its designees reasonable access to 146 Maine Street during the Occupancy Period, at any time, upon reasonable advance notice, if required by Buyer. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all claims, demands, causes of action, liability, damage, or other loss or contingency arising out of or relating in any way to Buyer's use or occupancy of 146 Maine Street during the Occupancy Period.

11. POST-CLOSING PROPERTY STORAGE AT THE PROPERTY

Seller may store items of personal property at the Property after Closing for up to 6 months at no additional cost to the Seller. Seller will bear the risk of loss or damage to such items, except for any loss or damage caused by an act or omission of Buyer, for which Buyer shall be liable.

12. TERMINATION; DEFAULT AND REMEDIES

(a) Permitted Termination. If either party is unable to provide good and sufficient title as required by this Contract prior to Closing, the other party may cancel this Contract by giving written notice of cancellation on or before the Closing (a “**Permitted Termination**”). If Buyer is unable to obtain its Governmental Entitlements prior to Closing, Buyer may cancel this Contract by giving written notice of cancellation to Seller on or before the Closing (a “**Permitted Termination**”). If either party is unsatisfied with the results of its inspection prior to expiration of the Inspection Period, that party may cancel this Contract by giving written notice of cancellation on or before the expiration of the Inspection Period (a “**Permitted Termination**”).

(b) Default by Seller. Seller shall be in default under this Contract if any of Seller’s warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Seller shall fail to meet, comply with, or perform any material covenant, agreement, or obligation on Seller’s part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination. If Seller defaults under this Contract, Buyer may either (a) enforce specific performance of this Contract and seek such other relief as may be provided by law, or (b) terminate this Contract by notice to Seller, and obtain a refund of Buyer’s Earnest Money deposit thereby releasing Seller from all obligations under this Contract.

(c) Default by Buyer. Buyer shall be in default under this Contract if any of Buyer’s warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or Buyer fails to meet, comply with or perform any material covenant, agreement, or obligation on Buyer’s Contract, for any reason other than a Permitted Termination. Notwithstanding the foregoing, however, Buyer shall not be in default or failure to perform any covenant, agreement, or obligation required of Buyer under this Contract, the benefit of which accrues primarily to Buyer. If Buyer defaults under this Contract, Seller may either (a) seek specific performance of the contract, which Buyer hereby expressly agrees not to contest, (b) seek such relief as may be provided by law, or (c) terminate this Contract by notice to Buyer. Buyer agrees to pay reasonable costs incurred to enforce the Contract. This includes without limitation, attorneys’ fees and other legal costs; and expenses incurred by Seller in exercising any remedy under this Contract or under the law.

13. CONSTRUCTION OF TERMS, WAIVERS AND AMENDMENTS:

(a) Paragraph heading are for convenience and shall not be used for interpretation or construction of this Contract.

(b) Feminine or neuter pronouns shall be substituted for masculine pronouns or vice-versa, and the plural shall be substitute 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 Contract shall be construed to be a waiver of any subsequent breach of such provision or any other provision.

(d) This Contract may be modified or amended only in writing, signed by both Seller and Buyer.

(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 Contract 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) If numeric number shall disagree with numbers spelled out, the numeric number shall control.

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

14. **NOTICES:** Notices, demands, or other communications under this Contract 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 Buyer or Seller, as the case may be, at the Buyer's or Seller's last known address. Notices shall be deemed received upon personal delivery or three (3) days following deposit in the mail, if mailed in accordance with this paragraph.

15. **SURVIVAL:** All warranties, representations, indemnifications, and agreements of Buyer and Seller contained or made in this Contract or any attachment or exhibit to this Contract shall survive delivery of the deed and the Closing of this Contract.

16. **INTEGRATION:** This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property.

17. **INVALID PROVISIONS:** If any one or more of the provisions of this Contract, 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 Contract and all other applications of any such provision shall not be affected thereby.

18. **FURTHER ACTS:** In addition to the acts recited in this Contract, Seller and Buyer agree to perform or cause to be performed at or after the Closing all such further acts as may be reasonably necessary to consummate the transactions contemplated by this Contract.

19. **TIME OF THE ESSENCE:** Time is of the essence with regard to the parties' performance under this Contract.

20. **CONTRACT BINDING:** It is mutually agreed that all of the covenants and agreements in this Contract shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

IN WITNESS WHEREOF, this Contract shall be effective from and after the last date this Contract is fully executed by all parties (the "**Effective Date**").

BUYER:
Unified School District 497, Douglas County,
Kansas

By: _____
Printed Name: Marcel Harmon
Its: President, Board of Education

Date: _____

SELLER:
Douglas County, Kansas

Jim Flory, Commissioner

Nancy Thellman, Commissioner

Mike Gaughan, Commissioner

Attest: _____
Jamie Shew, County Clerk

Date: _____

AJW CONSULTING, LLC

Strategic Communications Counsel

Amy Jordan Wooden, d.b.a. AJW Consulting, LLC will work with the Douglas County Commission, County Administrator and senior staff to provide strategic communications advice on several county issues. Absent a full-time Public Information Officer (PIO), AJW Consulting will help fulfill those duties and evaluate whether the County should consider a full-time PIO position. Communications counsel will include:

1. External Communications
 - a. As directed by County leadership, AJW Consulting will help develop a comprehensive communications strategy for specific public policy initiatives that may require targeted outreach to specific audiences.
2. Crisis Communications
 - a. AJW Consulting will work with County leadership to craft a comprehensive communications strategy as it may relate to any current or potential crisis situations. Work included may include but not be limited to;
 - i. Message development
 - ii. Document creation
 - iii. Identifying various communications tactics
 - iv. Practice sessions and mock interviews
 - v. Internal communications
3. Media Relations
 - a. As directed by County leadership, AJW Consulting will work with staff to develop accurate and timely responses to media inquiries and identify important proactive media stories for consideration. This is especially critical should misinformation start to spread and a rapid response from the County is needed.

AJW CONSULTING, LLC

4. Public Speaking Professional Development
 - a. On a mutually agreeable timeframe, AJW Consulting will work with identified individuals to conduct professional development sessions tailored specifically to public speaking needs including community presentations, effective power point creation, on-camera interviews and crisis communications.
5. PIO Evaluation
 - a. Throughout the duration of the contract, AJW Consulting will constantly be evaluating the communications' needs of the County and whether or not those duties can be fulfilled with existing personnel or if a full-time PIO is needed.

Proposed Contract Budget:

\$5,000/month

Proposed Contract Duration:

Flexible start date, but a six month minimum is required with the opportunity to renew for three month increments.

SERVICES CONTRACT

This Agreement is entered into effective the ____ day of August, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("County"), and the AJW CONSULTING, LLC ("Contractor").

RECITALS

WHEREAS, the County desires to contract with Contractor to provide communications services to the County as described herein;

WHEREAS, the Contractor wishes to provide such communication services to the County on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. **Services Provided.** County hereby engages Contractor to provide the communication services set forth in Exhibit A ("Services"), and Contractor agrees to provide such Services.

2. **Compensation.** As compensation for providing the Services, the County shall pay Contractor \$5,000.00 per month during the Term of this Agreement. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by County as a result of breach or default by Contractor, County may withhold payment to Contractor until such time as the exact amount of damages due County from Contractor may be determined. The County is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

3. **Term of Contract.** This Contract shall commence upon execution and terminate on January 31, 2017. The contract may be extended at the option of the County for two three (3) month terms on the same terms and conditions herein.

4. **Termination.** Either party has the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party. County will pay Contractor for fees earned through the date of termination.

5. **Confidentiality.** Contractor will not, directly or indirectly, divulge, furnish, make accessible, or permit the disclosure to anyone (other than persons employed or designated by the County) any confidential information including any non-public knowledge, lists, or information acquired by Contractor.

6. **Indemnification.** Contractor must pay County for any loss of the County's that is caused by Contractor's negligence, intentional misconduct, or breach of this agreement. The County must pay Contractor for any loss of Contractor's that is caused by the County's negligence, intentional misconduct, or breach of this agreement. In addition, the County will pay

for costs incurred by Contractor in connection with responding to or defending against any government inquiry or investigation of the County, provided that Contractor is not the cause of the inquiry or investigation. "Loss" means an amount or amounts that a party is legally responsible for or pays in any form. For example, a loss includes, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, and expenses for responding to or defending against an inquiry, investigation, or a claim for a loss.

7. **Notices.** All notices required by this Contract shall be in writing sent to the following:

County:

Craig Weinaug
Office of the County Administrator
1100 Massachusetts Street
Lawrence, KS 66044
Phone: (785) 832-5268
weinaug@douglas-county.com

Contractor:

Amy Jordan Wooden
President
AJW Consulting, LLC
805 Romany Road
Kansas City, MO 64113
Phone: (816) 668-6946
ajwooden@gmail.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail, or (c) on the next business day if transmitted by overnight courier (with confirmation of delivery).

8. **Independent Contractor Status.** For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Contractor shall be an independent contractor of the County and no person with which Contractor contracts or hires to provide the Services shall, under any circumstance, be considered an employee of the County. Contractor shall be solely responsible for the means, manner, and method of providing the Services. Contractor shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

9. **Default.** In the event Contractor fails to provide the Services in compliance with this Agreement and any such default is not cured within 10 days after County has provided Contractor with notice of such default, County shall have the option to terminate this Agreement, with the effective date of such termination being 5 days after the expiration of the cure.

10. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

COUNTY: Board of County Commissioners of
Douglas County, Kansas

ATTEST:

By: _____
Jim Flory, Chair

Jameson D. Shew, County Clerk

CONTRACTOR: AJW CONSULTING, LLC

By: _____
Amy Jordan Wooden, President

EXHIBIT A

SCOPE OF SERVICES

Strategic Communications Counsel

Amy Jordan Wooden, d.b.a. AJW Consulting, LLC will work with the Douglas County Commission, County Administrator and senior staff to provide strategic communications advice on several county issues. Absent a full-time Public Information Officer (PIO), AJW Consulting will help fulfill those duties and evaluate whether the County should consider a full-time PIO position. Communications counsel will include:

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2. Crisis Communications
 - a. AJW Consulting will work with County leadership to craft a comprehensive communications strategy as it may relate to any current or potential crisis situations. Work included may include but not be limited to;
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 - a. As directed by County leadership, AJW Consulting will work with staff to develop accurate and timely responses to media inquiries and identify important proactive media stories for consideration. This is especially critical should misinformation start to spread and a rapid response from the County is needed.
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 - a. On a mutually agreeable timeframe, AJW Consulting will work with identified individuals to conduct professional development sessions tailored specifically to public speaking needs including community presentations, effective power point creation, on-camera interviews and crisis communications.
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 - a. Throughout the duration of the contract, AJW Consulting will constantly be evaluating the communications' needs of the County and whether or not those duties can be fulfilled with existing personnel or if a full-time PIO is needed.



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

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

MEMORANDUM

To : Board of County Commissioners

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

Date : August 4, 2016

Re : Approval of Project Agreement with KDOT
Roadside Safety Improvements on Route 458 from E 1800 to E 2000
KDOT Project No. 23 C-4857-01
DGCO Project No. 2015-17

KDOT has approved our request for Highway Safety Improvement Program (HSIP) funds for roadside safety improvements to Route 458 from E 1800 Road to E 2000 Road. The safety improvements included in the KDOT project are replacing or extending nine narrow culverts and clearing trees to improve sight distance along and beside the roadway.

The attached Project Agreement stipulates KDOT will pay for 90% of construction costs for the project. Douglas County would be responsible for 10% of construction costs and 100% of costs for construction engineering, design engineering, right-of-way acquisition, and utility relocation. Engineering design is underway by department personnel, and we anticipate using in-house personnel for construction engineering.

We currently estimate construction costs will be approximately \$600,000 for the work items included in the KDOT project. Douglas County is also responsible for 100% of construction costs for work items outside the scope of the KDOT project, i.e. "non-participating" costs. In addition to participating work items included in the KDOT project, we will reconstruct entrances and entrance pipes, flatten roadside slopes, and mill & overlay the existing pavement. In the proposed 2016 CIP, we have allocated \$428,000 in local funds for all work including non-participating work items.

Action Required: Consider approval of project agreement with KDOT for roadside safety improvements to Route 458 from E 1800 Road to E 2000 Road, KDOT Project No. 23 C-4857-01. The BoCC should sign two original copies of the agreement.

PROJECT NO. 23 C-4857-01
HSIP-C485(701)
ROADSIDE IMPROVEMENT
DOUGLAS COUNTY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Douglas County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The County has requested and Secretary has authorized a roadside improvement Project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county roads utilizing federal funds.
- C. The Secretary and the County desire to construct the Project.
- D. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means the County of Douglas, Kansas, with its place of business at 3755 E 25th Street, Lawrence, KS 66046.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the County, as and when authorized by the Secretary prior to Letting, being: **Roadside Safety Improvements including culverts and tree removal on Route 458 from E1800 Road to E 2000 Road in Douglas County, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the County acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the County.

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

4. **Payment of Costs.** The Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project.

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

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the County authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The County shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the County shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The County shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Project. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the County and the Consultant. Such language shall read:

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

7. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

8. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The County agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The County will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The County agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The County will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The County further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

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

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public road purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way

or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally Deleted.

(f) Use of County Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments**. The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments**. Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities**. The County agrees to the following with regard to Utilities:

(a) Utility Relocation. The County will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The County shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The County will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The County shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the County as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The County shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the County's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing road surface. The

County will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The County shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of road or highway improvements.

(e) Indemnification. To the extent permitted by law, the County will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the County except as provided by state and federal laws.

13. **Hazardous Waste.** The County agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The County shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The County shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The County will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The County shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The County shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the County in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the County has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The County reserves the right

to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The County is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the County or the Consultant. The Secretary does not undertake for the benefit of the County, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The County will require at a minimum all personnel performing Construction Engineering to comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The County may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The County agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The County shall provide a temporary traffic control plan within the Design Plans, which includes the County's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The County's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the County's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the County of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The County will control parking of vehicles on the county roads throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the road.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The County shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The County will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the County other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

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

18. **Financial Obligation.** The County will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) for the Project. The County shall pay for Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. County shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

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

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

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

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

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

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

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

RESOLUTION NO. _____

*A resolution expressing the property taxation policy of the Douglas County Commission
with respect to financing the annual budget for 2017*

Whereas, K.S.A. 79-2925b, as amended, provides that a levy of property taxes to finance the 2017 budget of Douglas County exceeding the amount levied to finance the 2016 budget of Douglas County, as adjusted to reflect changes in the Consumer Price Index for All Urban Consumers for calendar year 2015, be authorized by a resolution adopted in advance of the adoption of a budget supported by such levy; and

Whereas, K.S.A. 79-2925b, as amended, also provides that current year revenue that is produced and attributable to the taxation of (1) new improvements, (2) increased personal property valuation other than increased valuation of oil and gas leaseholds and mobile homes, and (3) property which has changed in use shall not be considered when determining whether revenue produced from property tax has increased from the preceding year; and

Whereas, Douglas County provides essential services to its citizens; and

Whereas, the cost of providing these services continues to increase.

NOW, THEREFORE, BE IT RESOLVED by the Douglas County Commission that a levy of property taxes in support of the 2017 budget exceeding the amount levied in 2016, as adjusted pursuant to K.S.A. 79-2925b, as amended, is hereby approved.

Adopted this ____ day of _____, 2016 by the Douglas County Commission.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Jim Flory, Chairman

ATTEST:

Mike Gaughan, Member

Jameson D. Shew, County Clerk

Nancy Thellman, Member

CERTIFICATE

State of Kansas
County
2017

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 2017; and
(3) the Amount(s) of 2016 Ad Valorem Tax are within statutory limitations.

Table of Contents:		Page No.	2017 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	County Clerk's Use Only
Computation to Determine Limit for 2017		2			
Allocation of Vehicle Taxes		3			
Schedule of Transfers		4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Fund	K.S.A.				
General	79-1946	7	49,089,460	36,225,651	
Debt Service	10-113	8	529,568		
Road & Bridge	68-5,101	9	6,484,832	3,230,247	
Ambulance	65-6113	10	7,075,698	4,211,571	
Employee Benefits	12-16, 102	10	11,397,513	8,709,327	
Special Building	19-15-116	11	1,000,448	634,999	
Special Liability	75-6110	11	460,000	321,113	
Youth Services	38-546	12	2,007,803	1,669,740	
		12			
Emergency Telephone		13	1,418,656		
Motor Vehicle Operations		13	863,142		
Special Alcohol Programs		14	42,843		
Special Parks & Recreation		14	74,393		
Local County Sales Tax		15	3,249,691		
		15			
Non-Budgeted Funds-A		16			
Non-Budgeted Funds-B		17			
Non-Budgeted Funds-C		18			
Totals		xxxxx	83,694,047	55,002,648	
Budget Summary		19			
Budget Summary2					County Clerk's Use Only
Neighborhood Revitalization Rebate					
Resolution required? Notice of the vote to adopt required to be published?			Yes		Nov 1, 2016 Total Assessed Valuation

Assisted by:

Address:

Email:

Attest: _____ 2016

County Clerk

Governing Body

Other County

Page No. 1a

Computation to Determine Limit for 2017

	Amount of Levy
1. Total tax levy amount in 2016 budget	+ \$ 49,673,829
2. Debt service levy in 2016 budget	- \$ 0
3. Tax levy excluding debt service	\$ 49,673,829

2016 Valuation Information for Valuation Adjustments

4. New improvements for 2016:	+ 15,533,651	
5. Increase in personal property for 2016:		
5a. Personal property 2016	+ 22,603,678	
5b. Personal property 2015	- 24,014,324	
5c. Increase in personal property (5a minus 5b)	+ 0	
	(Use Only if > 0)	
6. Valuation of property that has changed in use during 2016:	9,294,913	
7. Total valuation adjustment (sum of 4, 5c, and 6)	24,828,564	
8. Total estimated valuation July 1, 2016	1,247,370,659	
9. Total valuation less valuation adjustment (8 minus 7)	1,222,542,095	
10. Factor for increase (7 divided by 9)	0.02031	
11. Amount of increase (10 times 3)	+ \$ 1,008,824	
12. 2017 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 11)	\$ 50,682,653	
13. Debt service levy in this 2017 budget	0	
14. 2017 budget tax levy, including debt service, prior to CPI adjustment (12 plus 13)	50,682,653	
15. Consumer Price Index for all urban consumers for calendar year 2015	0.125%	
16. Consumer Price Index adjustment (3 times 15)	\$ 62,092	
17. Maximum levy for budget year 2017, including debt service, not requiring 'notice of vote publication' or adoption of a resolution prior to adoption of the budget (14 plus 16)	\$ 50,744,745	

If the 2017 adopted budget includes a total property tax levy exceeding the dollar amount in line 17 you must, prior to adoption of such budget, adopt a resolution authorizing such levy and, subsequent to adoption of such budget, publish notice of vote by the governing body to adopt such budget in the official county newspaper and attach a copy of the published notice to this budget.

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Emergency Telephone	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	862,876	1,008,940	850,056
Receipts:			
911 Emergency Telephone Tax	509,860	550,000	566,500
Interest on Idle Funds	3,018	2,100	2,100
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	512,878	552,100	568,600
Resources Available:	1,375,754	1,561,040	1,418,656
Expenditures:			
Contractual	330,176	616,400	622,400
Commodities			
Capital Outlay	35,166	94,400	94,400
Transfer to Equipment Reserve	0	0	
Cash Forward (2017 column)			
Miscellaneous	1,472	184	701,856
Does miscellaneous exceed 10% of Total E			Exceed 10% Rule
Total Expenditures	366,814	710,984	1,418,656
Unencumbered Cash Balance Dec 31	1,008,940	850,056	0
2015/2016/2017 Budget Authority Amount	1,109,312	767,764	1,418,656

Adopted Budget

Motor Vehicle Operations	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	65,181	153,619	113,142
Receipts:			
Vehicle Fees	751,625	750,000	750,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	751,625	750,000	750,000
Resources Available:	816,806	903,619	863,142
Expenditures:			
Personnel	635,262	647,477	710,710
Contractual	23,021	36,650	43,150
Commodities	4,904	5,850	8,250
Capital Outlay	0	0	0
Transfer to Equipment Reserve	0	1,000	1,000
Transfer to General	0	77,400	88,332
Cash Forward (2017 column)			
Miscellaneous	0	22,100	11,700
Does miscellaneous exceed 10% of Total E			
Total Expenditures	663,187	790,477	863,142
Unencumbered Cash Balance Dec 31	153,619	113,142	0
2015/2016/2017 Budget Authority Amount	757,000	789,048	863,142

See Tab C

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol Programs	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	30,205	33,761	19,160
Receipts:			
Alcohol Tax	19,597	26,500	23,683
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	19,597	26,500	23,683
Resources Available:	49,802	60,261	42,843
Expenditures:			
Alcohol/Drug Abuse Agencies	16,041	41,101	42,843
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	16,041	41,101	42,843
Unencumbered Cash Balance Dec 31	33,761	19,160	0
2015/2016/2017 Budget Authority Amount	32,989	41,101	42,843

Adopted Budget

Special Parks & Recreation	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	32,455	49,562	60,462
Receipts:			
Alcohol Tax	17,107	13,200	13,931
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	17,107	13,200	13,931
Resources Available:	49,562	62,762	74,393
Expenditures:			
Recreational Facilities	0	2,300	74,393
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	2,300	74,393
Unencumbered Cash Balance Dec 31	49,562	60,462	0
2015/2016/2017 Budget Authority Amount	51,427	59,132	74,393

Douglas County

2017

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Local County Sales Tax	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1	2,915,969	1,057,580	459,591
Receipts:			
Special Assessments	31,018	30,675	
Transfer from General	2,400,000	2,400,000	2,790,100
Real Estate Tax	12,312	0	0
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	2,443,330	2,430,675	2,790,100
Resources Available:	5,359,299	3,488,255	3,249,691
Expenditures:			
Bond Principal	3,520,000	2,340,000	790,000
Bond Interest	781,719	688,664	633,960
Future Payments	0	0	1,825,731
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	4,301,719	3,028,664	3,249,691
Unencumbered Cash Balance Dec 31	1,057,580	459,591	0
2015/2016/2017 Budget Authority Amount	5,406,262	4,476,449	3,249,691

Adopted Budget

0	Prior Year Actual for 2015	Current Year Estimate for 2016	Proposed Budget Year for 2017
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total R			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2017 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total E			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2015/2016/2017 Budget Authority Amount	0	0	0

NOTICE OF BUDGET HEARING

The governing body of
Douglas County

will meet on August 10, 2016 at 6:00 PM at Douglas County Courthouse Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Douglas County Budget Office 1100 Massachusetts St Lawrence, KS and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Est. Tax Rate*
General	42,314,587	26.611	46,492,737	25.973	49,089,460	36,225,653	29.042
Debt Service	368,479		321,285		529,568		
Road & Bridge	5,530,856	3.021	6,285,820	3.209	6,484,832	3,230,248	2.590
Ambulance	5,739,060	2.670	5,701,502	2.885	7,075,698	4,211,570	3.376
Employee Benefits	10,000,572	7.222	10,466,531	7.404	11,397,513	8,709,326	6.982
Special Building	157,120	0.057	700,000	0.507	1,000,448	634,999	0.509
Special Liability	304,523	0.204	330,000	0.240	460,000	321,112	0.257
Youth Services	1,686,987	1.225	1,964,723	0.880	2,007,803	1,669,740	1.339
Emergency Telephone	366,814		710,984		1,418,656		
Motor Vehicle Operation	663,187		790,477		863,142		
Special Alcohol Program	16,041		41,101		42,843		
Special Parks & Recreat			2,300		74,393		
Local County Sales Tax	4,301,719		3,028,664		3,249,691		
Non-Budgeted Funds-A	916,400						
Non-Budgeted Funds-B	336,099						
Non-Budgeted Funds-C	256,468						
Totals	72,958,912	41.010	76,836,124	41.098	83,694,047	55,002,648	44.095
Less: Transfers	0		0		0		
Net Expenditure	72,958,912		76,836,124		83,694,047		
Total Tax Levied	48,283,328		49,673,829		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,177,348,947		1,208,648,207		1,247,370,659		

Outstanding Indebtedness,

	2014	2015	2016
January 1,			
G.O. Bonds	29,335,000	26,590,000	26,590,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	29,335,000	26,590,000	26,590,000

*Tax rates are expressed in mills

Other District Funds	Prior Year Actual 2015		Current Yr Estimate 2016		Proposed Budget Year 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2016 Ad Valorem Tax	Est. Tax Rate*
Clinton Cemetery	9,022	1.063	10,600	1.057	48,573	10,027	1.064
Colyer Cemetery	13,021	0.698	7,068	0.698	26,382	17,228	0.692
East View Cemetery	2,863	0.911	4,000	0.875	8,697	3,460	0.875
Maple Grove Cemetery	8,995	0.887	11,898	0.866	31,579	8,256	0.871
Rock Creek Cemetery	980	0.697	2,945	0.702	5,468	1,645	0.679
Stull Cemetery	25,830	1.190	18,455	1.176	32,000	29,748	2.075
Twin Mound Cemetery	1,844	0.789	1,900	0.764	5,843	1,190	0.755
Hesper Charter Road Im	8,823	0.000	8,199	0.000	12,755	0	0.000

Jamie Shew- County Clerk
Clerk