

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 1, 2017

4 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider approval of resolution reappointing the District Coroner and Deputy District Coroner for the Seventh Judicial District for a Four-Year Term Commencing on November 1, 2017 (Plinsky).
- (c) Waive the Purchasing Procedures and approve a proposal with Allen, Gibbs, and Houlik LLC to prepare the 2017 Audited Financial Statements in the amount of \$61,200 (Plinsky)
- (d) Senior Resource Center agreement and Fire Station 1/Senior Center county funding agreement (Diane Stoddard)

REGULAR AGENDA

- (2) Consider approval of Petition seeking attachment of adjoining lands to Rural Water District No. 3, Douglas County, Kansas, and consider execution of an Order approving the Petition subject to subsequent approval of the attachment of lands by the Shawnee County Board of County Commissioners pursuant to K.S.A. 19-270.(Samuel Green)
 - (3) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeals (4) position 10/16**
 - Building Code of Appeals Board (2) positions 12/16**
 - Community Corrections Advisory Board (1) position resigned**
 - (c) Public Comment
 - (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, NOVEMBER 8, 2017

2:30 p.m. Work Session – Review material from previous work sessions on the status of various capital projects and various financing mechanisms.

WEDNESDAY, NOVEMBER 15, 2017 – light agenda

WEDNESDAY, NOVEMBER 22, 2017 - canceled

WEDNESDAY, NOVEMBER 29, 2017

6 p.m.

- Cereal Malt Beverage Notification (Clerk's)
- Consider approval of administrative structure of Community Corrections (Robert Bieniecki)

WEDNESDAY, DECEMBER 6, 2017

- Cereal Malt Beverage Resolution for license (Clerk's Office)

WEDNESDAY, DECEMBER 13, 2017

WEDNESDAY, DECEMBER 20, 2017

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

RESOLUTION NO. 17-_____

A RESOLUTION REAPPOINTING THE DISTRICT CORONER AND DEPUTY DISTRICT CORONER FOR THE SEVENTH JUDICIAL DISTRICT FOR A FOUR-YEAR TERM COMMENCING ON NOVEMBER 1, 2017

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

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

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

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

Section 2. The Board of County Commissioners hereby confirms the reappointment of Atlaf Hossain, M.D., as Deputy District Coroner for the Seventh Judicial District of the State of Kansas.

Section 3. Both the District Coroner and the Deputy Coroners shall be appointed to a four-year term which commenced on November 1, 2017.

ADOPTED this 1st day of November, 2017.

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

Mike Gaughan, Chair

Nancy Thellman, Member

ATTEST:

Michelle Derusseau, Member

Jameson D. Shew, County Clerk



Proposal for Audit Services

Douglas County, Kansas

October 12, 2017

Proposal contact:
Mike Lowry, CGFM
Senior Vice President, Assurance Services
Allen, Gibbs & Houlik, L.C.
301 N. Main, Suite 1700
Wichita, KS 67202
316.291.4057
Mike.Lowry@aghlc.com



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Transmittal Letter



October 12, 2017

Ms. Sarah Plinsky
Assistant County Administrator
Douglas County
1100 Massachusetts St., Unit 204
Lawrence, Kansas 66004

Dear Ms. Plinsky:

Allen, Gibbs & Houlik, L.C. (AGH), is pleased to provide fees for conducting Douglas County's 2017 financial statement audit as an extension of our current engagement. We deeply appreciate Douglas County's trust in AGH, and hope to continue serving your needs as a trusted advisor.

While Kansas' economic outlook is better now than in recent years, we realize local governments remain under economic pressure to deliver services with ever-more-limited resources. That's why it's critical to have a proven governmental auditing and accounting specialist in your corner. AGH has been serving governmental entities for more than 30 years, developing an experienced government team which last year provided more than 20,000 hours of service to public sector entities.

The attached proposal reflects our understanding of your service needs and demonstrates why we feel AGH is the best fit for the services required. Our #1 business principle is to work for our clients' success. To achieve that goal, we work hard to earn our clients' trust by demonstrating honesty and integrity in everything we do, and by partnering with our clients to not only provide effective and efficient audit services, but to also help them be successful in their missions.

We hope to earn the opportunity to continue serving Douglas County and look forward to answering any questions or providing any additional information you may need.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.

A handwritten signature in blue ink that reads "Mike L. Lowry". The signature is fluid and cursive, with the first name "Mike" and last name "Lowry" clearly legible.

Mike L. Lowry, CGFM
Senior Vice President, Assurance Services

MDL:jlw

Firm Profile and Experience



As one of the top 200 accounting firms in the nation, AGH is one of the largest CPA and advisory firms in the central US, specializing in helping public sector organizations and closely held or family-owned companies succeed in their missions and build and preserve the organization's resources. As a regional firm with global resources, our staff of more than 125 encompasses the depth and range of resources typical of a much larger firm.

The firm's areas of expertise include audit and assurance, income and estate tax planning and compliance, sales, use and property taxes, transaction advisory services, corporate financial services, organizational development, outsourced payroll, accounting, technology and HR services, retirement plan recordkeeping and other employee benefit services, and through AGH affiliates, wealth management.

AGH's professionals serve as trusted advisors to a wide span of clientele throughout the central US. In addition to government and not-for-profit, our industry specializations include agribusiness, financial services, construction/real estate, wholesale/retail, and distribution. Firm clients include organizations with annual revenues ranging up to a billion dollars. AGH has earned nationally recognized leadership positions in many of the areas that we serve, including the government sector.

Through the years, AGH has hired top graduates from area universities, spent many hours in advanced technical training and invested in technology platforms among the most sophisticated in the accounting profession. Many of our employees are native Midwesterners, dedicated to living and working in the region and contributing to its success. The result: a firm that's increased client service activities fivefold since 1987 through broadening our client base, rather than by acquiring or merging with other firms.

To recruit and retain the top-notch talent that differentiates AGH in helping our clients build and preserve resources, we consciously work to make and keep AGH an employer of choice. These efforts have paid off as AGH has been named to Accounting Today's Top 100 Accounting Firms to Work For in 2011, 2013, 2014, 2015, 2016, and now 2017. As well, AGH is a perennial honoree in the Wichita Business Journal's Best Places to Work finalists, and won the large-company category in 2013. The firm's turnover rate is significantly lower than our industry average, especially among management staff.

National and international resources

AGH's local resources are backed by national (and even international) access if ever needed. AGH is a member of PrimeGlobal, an association of more than 300 highly successful independent CPA and advisory firms in 80 countries. PrimeGlobal provides a worldwide platform allowing member firms to access the resources, tools and expertise of other affiliated firms, including (as of June 2017) more than 900 offices, 2,500 partners and 16,300 professionals around the world. This network provides AGH access to resources similar to those a national firm might have.

AGH retains relationships with independent CPA and advisory firms across the US and globally in addition to our PrimeGlobal association; we were a founding member of the McGladrey Alliance.

Government auditing capabilities

All of AGH's large governmental audit practice is conducted in accordance with generally accepted auditing standards and Government Auditing Standards with most of the governmental entities requiring an audit in accordance with 2 CFR Part 200. AGH has extensive experience in completing large, complex, multi-unit engagements, with significant federal grants and compliance requirements. The firm audits many large cities, counties and school districts. These entities have budgets ranging in size from \$2 million in assets / revenues to \$500 million in revenues and \$1 billion in assets, with audit hours incurred ranging from 700 to 5,000 hours annually.

The firm served as auditors for the State of Kansas for 10 years, which was a statewide audit encompassing all state agencies and departments, including a statewide Single Audit under OMB Circular A-133. The State of Kansas contract also included performance audits for the Pooled Money Investment Board and State Treasurer's Office Operations, which included procedures related to the proper receipt of all state funds, and distributions of various taxes to local government units in accordance with state statutes.

Governmental expertise on staff

Recognizing the unique needs of the public sector, AGH long ago invested in the development of a specialized government team; we have been focused on the needs of cities, counties, school districts and other governments for decades. **Audits of public sector entities constitute the largest portion of our audit practice – 45%.**

Size of firm:	Approximately 125 employees
Size of governmental audit staff:	11 employees dedicate 100% of their time to governmental audits
Other available audit professionals:	31 additional employees with governmental audit experience

The number of professionals with government audit experience within AGH rivals the total size of many CPA firms in the region – yet **our governmental team leaders and staff are all in our main office.**

Experience with GASB pronouncements and implementation

- AGH issues alerts and e-newsletters to clients when pronouncements are issued. In recent years, this has included resources related to the issuance of GASB Nos. 67 and 68 on pensions, and related to the Uniform Grant Guidance. The next publication of our Government Insights newsletter will highlight GASB 77 issues.
- Recognizing that GASB Nos. 67 and 68 have some of the most significant impacts on our clients' pension plans and employers' financial statements, we have worked with plans and employers to prepare, including development of implementation plans, conducting periodic meetings with management, having discussions with actuaries, etc.

- AGH presented webinars in 2015 on GASB 68 and 72 and both a general GASB update and a GASB 75 webinar in 2017. The archived webinars can be viewed as follows: (The live webinars offered CPE credit, although the archived versions do not.)
 - o GASB 75 at <http://aghuniversity.com/webinars/archived/2017/gasb-75-170404.aspx>
 - o GASB Update: <http://aghuniversity.com/webinars/archived/2017/gasb-preparation-161130.aspx>
 - o GASB 68: <http://aghuniversity.com/webinars/archived/2015/gasb68-150113.aspx>
 - o GASB 72: <http://aghuniversity.com/webinars/archived/2015/gasb-72-151027.aspx>.

Quality control and peer review report

While building a team of innovative professionals, AGH has paid equal attention to technical service that is second to none. To ensure the quality of technical services, all CPA firms providing financial statement audits are required to undergo a “peer review” of their accounting and auditing practice every three years.

AGH’s external peer review is conducted in accordance with the AICPA Standards for Performing and Reporting on Peer Reviews. AGH voluntarily makes all of its peer review reports public by submitting them to the AICPA for publication on its website, and we are proud to share our results. ***AGH has consistently received the highest rating (now called a “pass”) under the rigorous peer review process throughout the firm’s history.***

Our most recent peer review included a review of government engagements which encompassed a financial and compliance audit under the Single Audit Act of 1996 and other related Federal audit standards. **A copy of the firm’s most recent peer review report is included in the Appendix.**

AICPA Quality Center Membership



A further measure of AGH’s commitment to quality is the firm’s membership in the AICPA Governmental Audit Quality Center. This membership requires additional commitments from a firm, including establishing internal leadership and expertise in governmental audit, maintaining a designated level of continuing professional education (CPE), establishing policies and procedures specific to the firm’s governmental audit practice, and conducting annual internal inspections to review compliance with accounting and auditing practices specific to this area.

Client Service Team



Our service team for Douglas County would remain the same as currently assigned, unless you request a change. This continuity and the availability of top management facilitates timeliness and efficiency during the audit, since questions that arise often require on-the-spot judgment provided best by an engagement leader. As promotions and natural transitions within our team occur, the continuity of the engagement officer and manager combine with “fresh eyes” in the field staff to balance efficiency and client understanding with objectivity.

Overall staff qualifications, experience and training

AGH has long recognized the need for specialized training as it relates to a specific industry area such as the public sector. Such training generally comes from a combination of internal and external sources. Our continuing education requirements for our team exceed the requirements of the revised Government Audit Standards, as well as the additional CPE requirements needed for membership in the AICPA's Governmental Audit Quality Center. In addition, key members of our team attend or instruct local and regional training courses sponsored by the AICPA, KSCPA, Missouri GFOA, Kansas GFOA and the AGA. CPE hours for key team members are included in the biographical profiles in the Appendix.

Engagement officer Mike Lowry will continue to direct all activities for the engagement. Mike combines nearly 15 years of public sector auditing at AGH with 20 years' financial and technology leadership positions in the private sector to offer the knowledgeable perspective of a government specialist with the practical experience of hands-on financial management. He has earned the Certified Government Financial Manager credential.

Independent technical reviewer Tara Laughlin will continue to provide the independent technical review which serves as an additional layer of quality control from an officer-level perspective. To preserve her objectivity for the review, she will not participate directly in the day-to-day work of the audit team. Tara's experience includes some of the largest local government entities in the state of Kansas and a leading role with the City of Oklahoma City. She has earned the Certified Government Financial Manager credential.

Engagement manager Steven Peiffer, who participated in some of Douglas County's work in 2016, would handle daily management of the engagement, and serve as the primary contact for AGH. Steven's practice is primarily focused on governmental entities, and he has more than 10 years in public accounting. His governmental experience includes the City of Oklahoma City and Johnson County, Kansas. A certified fraud examiner, Steven is a member of the Association of Certified Fraud Examiners.

Engagement supervisor Alicia Simon will direct fieldwork onsite. Alicia joined AGH in 2010 and has bachelor's and master's degrees in accounting from the University of Kansas. Her experience with

governmental clients includes the State of Kansas, Kansas Turnpike Authority, Butler County, the City of Merriam, and Douglas County.

Information technology resource Brian Johnson will provide any technology expertise or resources needed to assist with the review of IT systems and controls. A certified public accountant, Brian has extensive experience in IT risk advisory services and has earned multiple technology credentials, including four focused specifically on IT security and risk management: Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM), Certified in the Governance of Enterprise IT (CGEIT) and Certified in Risk and Information Systems Control (CRISC).

Staff continuity and quality assurance

The remaining personnel forming our audit team will be selected from the firm's professional staff. All professional staff who would be assigned to Douglas County meet the governmental CPE requirements, and therefore, have adequate training related to governmental accounting and federal grants. Of course, continuing education, direction and shared knowledge from senior engagement staff, and these professionals' work on dozens of other governmental engagements will assure their professional growth and the quality of their work.

Your Investment



If Allen, Gibbs & Houlik, L.C., extends our current contract to provide assurance services to Douglas County, we have estimated fees as shown below. We value and appreciate our relationship with Douglas County and hope to build on it for years to come.

Assuming comparable activity year to year, we offer the fee proposal. Interim billings will be submitted as work progresses.

Fiscal year ending December 31, 2017	\$61,200
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From time to time, new accounting or auditing pronouncements are issued which may affect your financial reporting or our responsibilities as your auditors. Our future fee estimates do not include any additional time and fees that may be necessary to determine the impact of such pronouncements on your financial reporting or to implement the requirements of any pronouncements that may apply to your audit or financial reporting.

Any anticipated changes in our fee estimates would be discussed with the organization as soon as we became aware of the changes.

ENGAGEMENT OFFICER

MIKE D. LOWRY, CGFM

**Senior Vice President, Assurance Services
Review Committee, GFOA Certificate Program**



EXPERIENCE & SPECIALIZATION

- Specialized in public sector auditing since joining AGH in 2004; 20 years' prior experience includes private sector financial and technology leadership positions
- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and 2 CFR Part 200
- Service to cities, counties and school districts with up to \$500 million in revenues and \$1 billion in assets
- Currently serves as Chair of the Kansas Municipal Audit and Accounting Guide Editorial Board

RELEVANT EXPERIENCE

- Douglas County, Kansas
- City of Wichita, Kansas
- City of Oklahoma City, Oklahoma
- State of Kansas, Audit and Outsourced CFO/consulting
- Unified Government of Wyandotte County/Kansas City, Kansas
- Johnson County, Kansas
- City of Olathe, Kansas
- City of Gardner, Kansas
- Johnson County Park & Recreation District
- Kansas Development Finance Authority (component unit of State of Kansas)
- Kansas Housing Resources Corporation (component unit of State of Kansas)

EDUCATION

- Bachelor's degree of business administration in accounting, Wichita State University
- Master's degree of management information systems, Friends University

PROFESSIONAL ORGANIZATIONS

- Great Plains, Kansas and Texas Government Finance Officers Associations
- Chair, Editorial Board of the Kansas Municipal Audit & Accounting Guide
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants

PROFESSIONAL CERTIFICATIONS

- Certified Public Accountant, Kansas
- Certified Governmental Financial Manager, Association of Government Accountants

INDEPENDENT TECHNICAL REVIEW

TARA J. LAUGHLIN, CGFM

Vice President, Assurance Services

Review committee, GFOA Certificate Program



EXPERIENCE & SPECIALIZATION

- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and 2 CFR Part 200
- Service to cities, counties and school districts with up to \$500 million in revenues and \$1 billion in assets
- Not-for-profit entities

RELEVANT EXPERIENCE

- Douglas County, Kansas
- State of Kansas
- City of Oklahoma City, Oklahoma
- Kansas Turnpike Authority
- Unified Government of Wyandotte County / Kansas City, Kansas
- City of Merriam, Kansas
- Kansas Development Finance Authority
- Kansas Housing Resources Authority
- Johnson County Research Triangle
- Wichita Public Schools
- Haysville Public Schools
- Sedgwick County, Kansas

EDUCATION

- Master's degree in accounting, Wichita State University
- Bachelor's degree in accounting, Wichita State University

PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Government Financial Officers Association

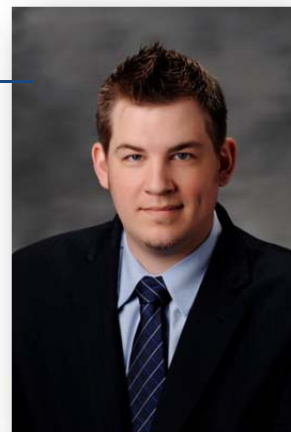
PROFESSIONAL CERTIFICATIONS

- Certified Public Accountant, Kansas
- Certified Government Financial Manager, Association of Government Accountants

ENGAGEMENT MANAGER

STEVEN K. PEIFFER, CFE

Senior Manager, Assurance Services



EXPERIENCE & SPECIALIZATION

- 10+ years in public accounting
- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and 2 CFR Part 200
- Experience also includes a wide variety of industries: manufacturing, financial services, health care
- Special-project background in fraud auditing

RELEVANT EXPERIENCE

- Douglas County, Kansas
- Kansas Development Finance Authority
- Johnson County, Kansas
- Johnson County Parks & Recreation District
- Oklahoma City Zoo
- Oklahoma City Airport Authority
- SMG, a related party of the City of Oklahoma City, Oklahoma

EDUCATION

- Bachelor's degree in business administration - accounting, Kansas State University
- Master's degree in accounting, Kansas State University

PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Association of Certified Fraud Examiners

PROFESSIONAL CERTIFICATIONS

- Certified Public Accountant, Kansas
- Certified Fraud Examiner

ENGAGEMENT SUPERVISOR

ALICIA A. SIMON

Supervisor, Assurance Services



EXPERIENCE & SPECIALIZATION

- Specialized in public sector auditing since joining AGH in 2010
- Experience with employee benefit plan auditing and outsourced accounting services
- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and 2 CFR Part 200
- Service to governmental entities including cities, counties and school districts with up to \$500 million in revenues and \$1 billion in assets

RELEVANT EXPERIENCE

- Douglas County, Kansas
- State of Kansas
- Kansas Turnpike Authority
- Butler County, Kansas
- City of Merriam, Kansas

EDUCATION

- Bachelor's and master's degrees in accounting, University of Kansas

PROFESSIONAL ORGANIZATIONS

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants

PROFESSIONAL CERTIFICATIONS

- Certified Public Accountant, Kansas

SYSTEM REVIEW REPORT

October 20, 2016

To the Shareholders and Officers of
Allen, Gibbs & Houlik, L.C.

and the Peer Review Committee of the Kansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Allen Gibbs & Houlik, L.C. (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Allen Gibbs & Houlik, L.C. in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Allen Gibbs & Houlik, L.C. has received a peer review rating of *pass*.

ARNETT CARBIS TOOTHMAN LLP

Arnett Carbis Toothman LLP

Memorandum

City of Lawrence

City Manager's Office

TO: Board of County Commissioners

FROM: Diane Stoddard, Assistant City Manager

CC: Craig Weinaug, County Administrator
Tom Markus, City Manager
Mark Bradford, Fire Medical Chief
Danielle Buschkoetter, Management Assistant

DATE: November 1, 2017

RE: City, County, Senior Resource Center Agreements for Fire Station No. 1

Background

Fire Station No. 1, which also houses the Senior Resource Center for Douglas County (SRC), is in the process of being renovated. On October 12, 2016 the County Commission approved a letter outlining the cost sharing of Fire Station No. 1. The conclusion of that letter indicated that the City would return with a formalized contract using the terms outlined in that letter.

The City has prepared the contract based on the terms outlined in the approved letter. In addition to the funding contract, the City has also updated the cooperation agreement between the City, County, and SRC.

The original cooperation agreement, signed in 2012, included the old name of SRC which was Douglas County Senior Services. In addition to updating the name, the City also updated the language to include current practices.

The funding contract and cooperation agreement, in addition to an updated lease agreement between the City and SRC, were reviewed and approved by the Senior Resource Center's Board of Directors on October 24, 2017 and are scheduled to be on the Lawrence City Commission agenda November 7, 2017.

Action Requested

Sign the funding contract for the cost sharing of Fire Station No. 1 and sign the updated cooperation agreement outlining services to be provided by SRC to senior residents of Lawrence and Douglas County.

COOPERATION AGREEMENT

Between

THE CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, KANSAS

and

SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Senior Resource Center for Douglas County, Inc. (hereinafter referred to as "SRC").

RECITALS

WHEREAS, the City, the County, and SRC desire to continue cooperation in the planning and implementation of providing services to senior residents of Lawrence and Douglas County; and

WHEREAS, the purpose of SRC as defined in its by-laws is to provide resources, services, opportunities, and advocacy that enhances the quality of the second half of life; and,

WHEREAS, under date of November 7, 2012, The City, the County and Douglas County Senior Services, Inc. (now SRC), entered into a written cooperation agreement, a copy of which is attached hereto as Attachment "A", which outlined the purpose(s) for which DCCS, and now SRC, was organized, operated and managed at that time; and

WHEREAS, The City, The County and SRC, under even date with the agreement, have entered this cooperation agreement, a copy of which is attached to the agreement as Exhibit "AA", thereby terminating and replacing the original written cooperation agreement by and between the parties, Attachment "A" hereto; and

WHEREAS, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Senior Resource Center for Douglas County, Inc., for the purposes set forth below.

AGREEMENT

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

Section 1 **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County senior residents and potential residents.

Section 2 **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and SRC agree to the following:

- 1) In consultation with the City and County, SRC Board of Directions shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a SRC employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including but not limited to:
 - a. Oversight and administration of the senior center;
 - b. Maintenance of a community portal as a single source of information about local services, programs, events, and activities available to seniors;
 - c. Assisting with support of advisory groups relating to retiree and aging issues;
 - d. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community; and
 - e. Promoting Lawrence and Douglas County as good places to retire.
- 3) It is agreed that SRC will provide to the City and County governing bodies reports upon request.
- 4) SRC shall serve as coordinating entity for communication and planning regarding services and programs for seniors throughout Douglas County.
- 5) Financial and operational support for the services provided by SRC will be provided in the following ways:
 - a. Use of a City facility for senior services programming and housing of the administrative functions of SRC as outlined in a separate Facility Agreement;
 - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
 - c. The City and County agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the compensation package of the SRC Executive Director position above what is included in the 2012 SRC agency budget.
 - d. Private donations and grants;
 - e. Federal and state grants awarded directly to SRC; and
 - f. Selected fees for services and events.

Section 3 **APPROVAL.** This Agreement is effective upon being approved by the governing bodies and signed by the appropriate representatives of the City, County and SRC. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized by formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 4 APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 5 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF THE CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the ____ day of _____, 2017.

Leslie Soden, Mayor

Attest:

Sherri Riedemann, City Clerk

ON BEHALF OF DOUGLAS COUNTY, KANSAS

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the ____ day of _____, 2017.

Mike Gaughan, Chair, Board of Commissioners

Attest:

Jamie Shew, County Clerk

ON BEHALF OF SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC

This Agreement is approved as authorized by the Board of Directors of Senior Resource Center for Douglas County, Inc. on the _____ day of _____, 2017.

Judy Wright, Chair

COOPERATION AGREEMENT

Between

**THE CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, KANSAS
and
DOUGLAS COUNTY SENIOR SERVICES, INC**

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this 7th day of November, 2012, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Douglas County Senior Services, Inc. (hereinafter referred to as "DCSS").

RECITALS

WHEREAS, the City, the County, and DCSS desire to continue cooperation in the planning and implementation of providing services to residents of Lawrence and Douglas County age 55 and older; and

WHEREAS, the purpose of DCSS as defined in its by-laws is to create opportunities that allow older Douglas County residents to remain independent and active in their homes and communities; and,

WHEREAS, a 12-member task force charged with developing recommendations to assist the City and County in retaining and attracting retirees was appointed in July 2011 and presented recommendations in May 2012 as part of the Retiree Attraction and Retention Final Report; and,

WHEREAS, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Douglas County Senior Services, Inc., for the purposes set forth below.

AGREEMENT

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

- Section 1** **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County residents over the age of 55 and to implement the recommendations outlined in the final report of the Retiree Attraction and Retention Task Force.
- Section 2** **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and DCSS agree to the following:

- 1) In consultation with the City and County, DCSS Board of Directors shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a DCSS employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including oversight and administration of the senior center, senior meals, leisure and learning, community services and transportation programs.
- 3) Additional responsibilities of the Executive Director shall be coordinated with the City and County in implementing the recommendations of the final report of the Retiree Retention and Attraction Task Force, including but not limited to:
 - a. Development of a community portal as a single source of information about local services, programs, events, and activities available to people 55 years of age and older;
 - b. Assisting with support of advisory groups relating to retiree and aging issues;
 - c. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community;
 - d. Establishing an ambassador program comprised of volunteers to host retirees considering Lawrence as a place to live; and
 - e. Oversight of a marketing plan to attract retirees to Lawrence and Douglas County.
- 4) It is agreed that DCSS will provide to the City and County governing bodies quarterly reporting on the progress of DCSS and annual reporting during a joint meeting of the governing bodies of the City and County.
- 5) DCSS shall serve as coordinating entity for communication regarding services and programs for residents age 55 and older throughout Douglas County.
- 6) Financial and operational support for the services provided by DCSS will be provided in the following ways:
 - a. Use of a City facility for senior services programming and housing of the administrative functions of DCSS as outlined in a separate Facility Agreement;
 - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
 - c. The City and County will provide 100% of the funding for the marketing program, subject to review in the budget process. The DCSS is not providing any funding for the marketing program. The City and County each agree to provide 50% of the remaining funding for a marketing program, subject to review in the budget process;
 - d. The City and County agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the total compensation package of the DCSS Executive Director position above what is included in the 2012 DCSS Agency Budget.
 - e. Private donations; and
 - f. Federal and state grants awarded directly to DCSS.

Section 3 APPROVAL. This Agreement is effective upon being approved the governing bodies and signed by the appropriate representatives of the City, County and DCSS. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

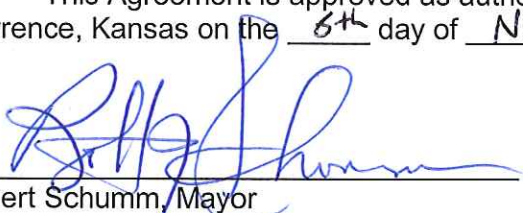
Section 4 APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 5 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF THE CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the 6th day of November, 2012.


Robert Schumm, Mayor

Attest:


Jonathan Douglas, City Clerk

ON BEHALF OF DOUGLAS COUNTY, KANSAS

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the 7th day of November, 2012.



Mike Gaughan, Chair, Board of Commissioners

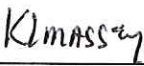
Attest:



Jamie Shew, County Clerk

ON BEHALF OF DOUGLAS COUNTY SENIOR SERVICES, INC

This Agreement is approved as authorized by the Board of Directors of Douglas County Senior Services, Inc. on the 21 day of November, 2012.



Kenny Massey, Chair

CONTRACT

THIS CONTRACT made and entered into on this _____ day of _____, 2017, by and between the City of Lawrence, Kansas, a municipal corporation (the "City"), and the County of Douglas, State of Kansas, a municipality (the "County").

RECITALS

WHEREAS, this contract is made and entered into pursuant to the authority of K.S.A. 12-2908, and is not to be regarded as an interlocal agreement;

WHEREAS, the City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, commonly known and referred to as Fire Station No. 1 located at 749 Kentucky Street, Lawrence, Kansas (the "Station");

WHEREAS, the Station will, upon completion of its renovations, house City Fire Station No. 1 and its vehicles, firefighting equipment, personnel, offices, quarters and facilities for the use by and benefit of the Station personnel while on duty and administrative offices;

WHEREAS, under date of November 7, 2012, City entered into a written facility agreement with Douglas County Senior Services, Inc., a Kansas not-for-profit corporation ("DCSS") granting DCSS the use and occupancy of 7,106 Square feet of the 25,196 square feet of the Station space not occupied by City of Lawrence Douglas County Fire Medical units, a copy of which is attached hereto as Attachment "A";

WHEREAS, effective October 1, 2016, the name of Douglas County Senior Services, Inc., a Kansas not-for-profit corporation, was changed to Senior Resource Center for Douglas County, Inc., a Kansas not-for-profit corporation, as evidenced by the not-for-profit corporation certificate of amendment, a copy of which is attached hereto as Attachment "C", (the "SRC");

WHEREAS, under date of _____, 2017, the City, the County, and SRC entered into a written cooperation agreement, a copy of which is attached hereto as Attachment "B", which outlines the purpose(s) for which SRC was organized, its organizational chart and the contributions and support SRC is to be provided and given by the City and the County, including use of that part of the Station set forth and described in Attachment "A" hereto;

WHEREAS, it has been determined and agreed to by the City and the County, that the Station requires significant reconstruction and modernization (the "Reconstruction Project"), as set forth in the October 4, 2016 letter by Tom Markus, City Manager for the City, addressed to Craig Weinaug, County Administrator for the County, a copy of which is attached hereto as Attachment "D";

WHEREAS, in keeping with the proposed cost sharing between the City and the County the costs for the reconstruction of the Station, as set forth in Attachment "D" the City and the County do hereby agree to be bound by the terms, conditions and requirements of this Contract; and

WHEREAS, the Recitals are adopted and made a part of this contract.

NOW THEREFORE, the City and the County, in and for the consideration(s) and benefits set forth herein, the nature and extent of which are agreed to by them, do agree as follows;

1. The total estimated cost of the Reconstruction Project is \$6,625,246.00. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of the issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
 - a. Lawrence-Douglas County Fire Medical Department Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence-Douglas County Fire Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$3,949,980. Accordingly, the County's share of the total cost of the LDCFM Portion is estimated to be \$1,012,775, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$2,937,205, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
 - b. Senior Resource Center for Douglas County, Inc. The County will pay 32% of the actual cost for that part of the Reconstruction Project that will be occupied and used by the Senior Resource Center for Douglas County, Inc. ("SRC Portion") pursuant to an agreement between the City and SRC dated _____, 2017. Current estimates show that the total cost of the SRC Portion is \$2,675,266. Accordingly, the County's share of the total cost for the SRC Portion is estimated to be \$856,085, plus interest and the costs of issuance. The City's share of the cost for the SRC Portion is estimated to be \$1,819,181, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project. The City and County also agree to split the actual costs of the temporary lease space and incidental moving expenses for SRC as outlined in Section 5 in accordance with the same County portion at 32% and the City portion at 68%. These costs will be included with the actual cost calculation after completion and acceptance of the Reconstruction Project and are included in the cost estimates provided in this paragraph.
 - c. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As

soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.

2. The County has paid timely to the City, the sum of \$520,000.00 to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of a least \$100,000.00. The payment is to be made with or without invoice, notice, or written demand by the City, until such time as the principle balance together with all accrued and unpaid interest is paid in full. The County agrees to make the first such annual payment on a date in 2018 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received from the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City's and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.
4. The County shall have the option to pay down its principal balance, including paying it in full, at any time, without penalty. Such payment(s) shall be first applied to accrued interest, with the balance applied to the principal.
5.
 - a. The SRC did, on November 21, 2016, enter into a Commercial and Industrial Lease Agreement (the "Lease") with the Dwayne Peaslee Technical Training Center, Inc., a Kansas not-for-profit corporation (the "Landlord"), for the occupancy of a portion of the real estate located at 2920 Haskell Avenue, Lawrence, Kansas 66049, a copy of the lease being attached hereto as Attachment "E". It is the sole responsibility of the SRC to pay all of the lease payments directly to the Landlord and on the date of each payment SRC shall invoice the City for reimbursement of the amount of each such payment, with reimbursements of lease payments not to exceed \$47,620.00 for the twenty-month term of the lease. In addition to the Lease payments the City will reimburse SRC, upon receipt of an invoice from SRC, an amount not to exceed \$5,000.00 for incidental expenses incurred by SRC for its relocation to the leased premises and its ultimate return to its station quarters.
 - b. Although the City agrees to reimburse SRC for the lease payments it makes to Landlord under the Lease, together with up to \$5,000.00 for incidental expenses incurred in SRC's move to the leased premises and return to its Station quarters, it is explicitly understood and agreed that the SRC and the City are not engaged in any form or undertaking of agency, partnership or fiduciary relationship; and that any expenses, undertakings, liabilities, commitments, judgments or obligations of any kind or nature incurred or created by SRC, other than reimbursement of the Lease payments by SRC to Landlord, not to exceed \$47,620.00 and the incidental expenses incurred by the SRC in its relocation to the Leased Premises and its return to the Station, not to exceed \$5,000.00.

Attachment A

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of November, 2012, by and between the City of Lawrence, Kansas, a municipal corporation (hereafter "City") and Douglas County Senior Services, Inc., a Kansas not-for-profit corporation (hereafter "DCSS").

WHEREAS, City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, located on the northwest corner of 8th and Vermont Streets, Lawrence, Kansas (hereafter "Building"); and

WHEREAS, DCSS has occupied and by this Agreement will continue to occupy the portion(s) of Building setforth and identified on Exhibit "A" hereto for the purpose(s) and consideration and in accordance with the terms, conditions, promises and agreements herein stated (hereafter "Leased Space").

NOW THEREFORE, in consideration of the terms, condition, promises and obligations of the parties, the nature, extent and sufficiency of which are agreed to by the parties, they hereby agree, as follows:

1. The above-stated recitals are by reference incorporated herein and made a part of this Agreement as here if fully restated herein.

2. The initial term of the Agreement shall be for a period of ten (10) years, commencing the 1st day of December 2012, and continuing through the end of the 30th day of November 2022, unless sooner terminated pursuant to the terms of Agreement.

3. If, at least three (3) months before the end of the initial term of agreement, or the termination date of any subsequent renewal period, DCSS shall notify City in writing delivered to and received by the Lawrence City Clerk that it desires to continue its use of that portion of Building identified Exhibit "A" hereto as a Senior Center, the parties shall, within thirty (30) days of the date of the written request to renew, meet and confer on such request. During such meeting the parties shall agree to continue the use of said property by DCSS under the same terms and conditions as provided in the then current Agreement; shall agree to changes to or modifications of the then current Agreement; or upon the advice of either party the Agreement shall terminate and be of no further force and affect following the termination date setforth in the then current Agreement. Upon the renewal of Agreement, with or without changes, to be agreed to by the parties, each such renewal shall be for a period of five (5) years, unless the parties agree otherwise.

4. DCSS shall do, or cause to be done, at its sole cost and expense:

a. Maintain the leased premises in a good, safe, clean and sanitary condition.

b. Keep the interior of Leased Premises, including walls, windows, ceiling and floors, including floor coverings, in a good and safe state of repairs.

c. Pay City the sum of one-dollar (\$1.00) the amount and upon the signing of Agreements sufficiency of which are acknowledged by City.

d. Shall pay to City, within ten (10) days from the date City delivers written notice to DCSS of its share of the current charges for providing gas and electrical services to the entire Building, with DCSS's share of the total bills being forty percent (40%), which represents the proportion of Leased Premises to the entire interior square footage of Building.

5. DCSS shall, at its own cost, carry a Tenant's insurance policy whereby its personal property on located in or on the Building is insured for loss or damage caused by fire, wind, hail, water, tornado, theft, vandalism and other forms of coverage customarily provided by such insurance policies. The policy(ies), shall be written and issued by an insurance company(ies) duly authorized to do business in the state of Kansas. A copy of such insurance policy(ies), or a declaration of such policy(ies) shall be delivered to the office of the City Clerk for the City and shall provide that such policy(ies) shall not be cancelled without thirty (30) days advance written notice addressed to the office of said City Clerk.

The policy(ies) of insurance to be provided by DCSS shall contain a non-subrogation clause providing that neither the insured or its insurer can make and sustain a claim against City for any loss to the insured property caused by the contribution, fault or failure of City, its agents, servants, employees, guest, or officials, elected or appointed. DCSS shall immediately notify its insurance company of this non- subrogation requirement and cause such to be endorsed on all policies issued to cover its said property.

6. City shall do, or cause to be done, at its sole cost and expense, the following:

a. Maintain and keep in a good state of repair the roof, exterior walls, entrances and approaches to Building.

b. Provide, without cost to DCSS, water, sewer and sanitation services for the entire Building.

c. Share the cost of gas and electricity for Building with DCSS, in accordance with the formula setforth in paragraph 4d. hereof.

d. Maintain the trees, shrubs, flower beds and grounds located around Building.

e. Cause to be added to or endorsed on the policy(ies) of insurance issued to cover loss and damage to Building caused by fire, wind, hail, water and other extended coverage, a non- subrogation clause whereby it relieves DCSS, its members, guest, employees, servants, agents, officials, elected or appointed, from subrogation by DCSS and/or its insurance company(ies) for loss or damage to Building caused by or contributed to by any of them. City shall provide DCSS a copy of said policy(ies) so endorsed, or a written declaration of such coverage. The policy(ies) shall also provide that it will not be cancelled without thirty (30) days prior written notice addressed to DCSS at Premises.

7. It is recognized and understood by the parties that at some unknown time City may have a public need for DCSS to vacate and surrender Leased Premises to City prior to the end of the regular or renewal period of Agreement then in effect. DCSS agrees, that upon written notice by City it will vacate the Leased Premises no later than ninety (90) days of such notice to vacate.

8. It is understood and agreed that DCSS shall use the Leased Space solely for purposes of providing assistance, advice and recreation for senior citizens of Douglas County, Kansas, and guests.

9. It is further understood and agreed that DCSS shall not sublet, or otherwise permit any other person or entity to occupy or use any portion of Leased Space without the express written authorization of City.

10. It is understood and agreed that Agreement is not assignable by DCSS without the express written permission of City.

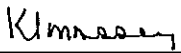
11. The parties agree that all renewals of and modifications and amendments to Agreement shall be in writing duly approved by the parties.

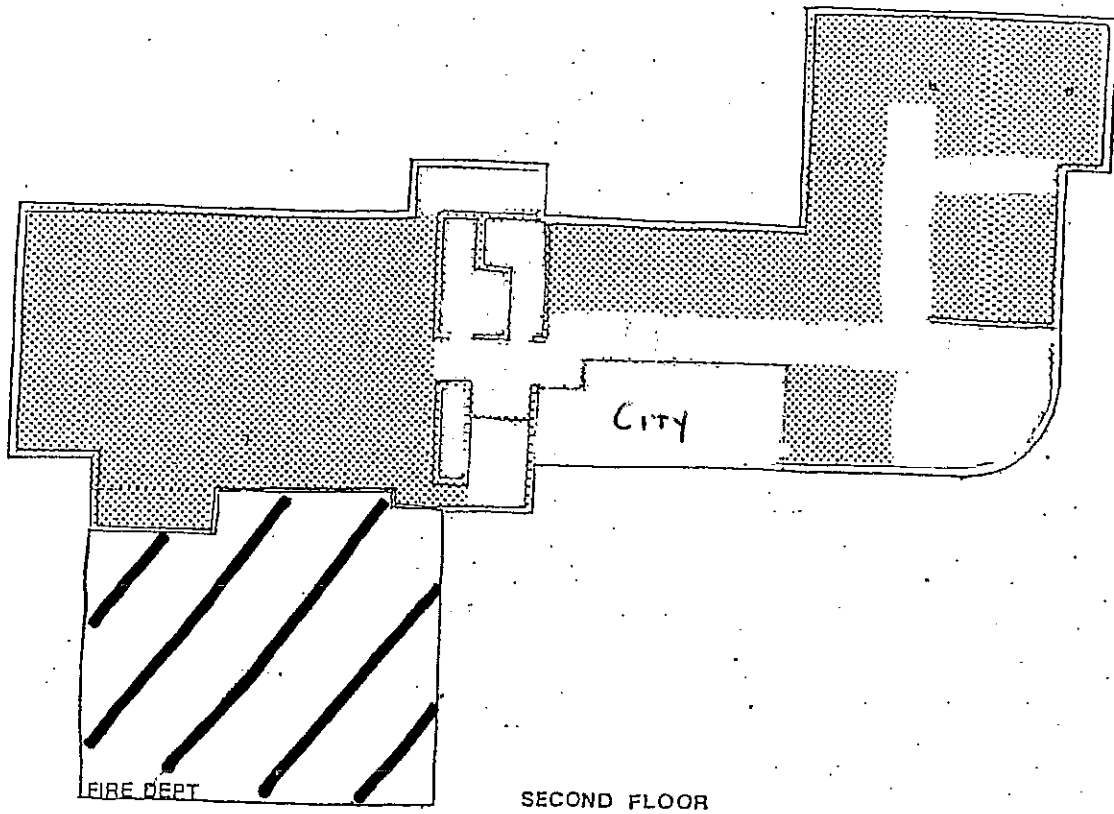
In Witness Whereof this Agreement is executed on behalf, and at the direction, of the parties on the dates(s) shown, with the last of those dates to be the effective date of Agreement.

City of Lawrence, Kansas,
a municipal corporation

By:  November 20, 2012
David L. Corliss, City Manager

Douglas County Senior
Services, Inc., a
Kansas Corporation

By:  November 10, 2012
Kenny Massey, Chair, Board of Directors



Dotted Area Occupied by DCSS

Vermont Street

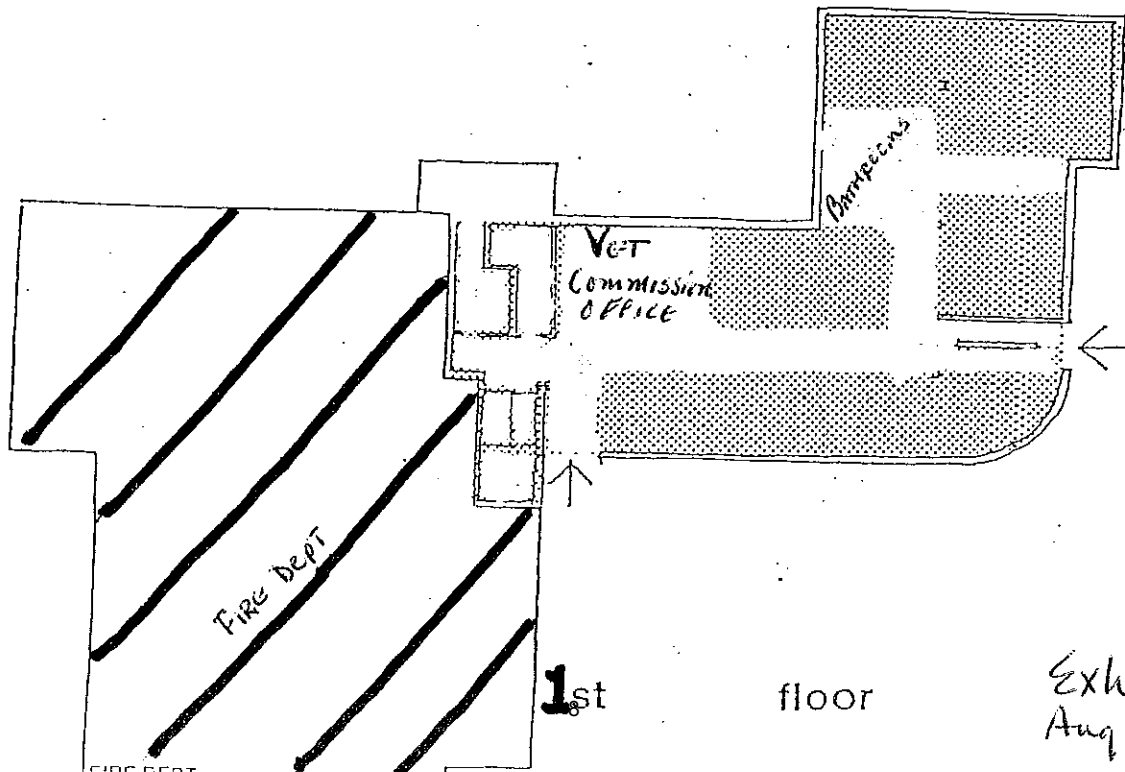


Exhibit A
Aug 20-12

Space occupied by DCSS at 745 Vermont

August 2012

<u>Office Space</u>	<u>Miscellaneous Space</u>
1928 sq. ft (Seven offices)	5178 sq. ft*

Total: 7106***

Total space (non-Fire/Medical): 25196**

*Copy Room—117
Large Meeting Room (2nd Floor)—2173
Pool Table Area—390
Meals Site—1035
Board/Conference Room—300
Multipurpose Room—551
Reception Area—495
Break Room—117

** per 1980 memorandum attachment

***not included: basement, bathrooms, city work comp offices, hallways, Veteran's Commission office, equipment areas

Ratio: 7106 sq. ft. /25196** sq. ft. 29% of space occupied by DCSS

COOPERATION AGREEMENT

Between

**THE CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, KANSAS
and
SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC**

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Senior Resource Center for Douglas County, Inc. (hereinafter referred to as "SRC").

RECITALS

WHEREAS, the City, the County, and SRC desire to continue cooperation in the planning and implementation of providing services to residents of Lawrence and Douglas County age 55 and older; and

WHEREAS, the purpose of SRC as defined in its by-laws is to create opportunities that allow older Douglas County residents to remain independent and active in their homes and communities; and,

WHEREAS, under date of November 7, 2012, The City, the County and Douglas County Senior Services, Inc. (now SRC), entered into a written cooperation agreement, a copy of which is attached hereto as attachment "B", which outlined the purpose(s) for which DCCS, and now SRC, was organized, operated and managed; and

WHEREAS, The City, The County and SRC, under even date with the agreement, have entered this cooperation agreement, a copy of which is attached to the agreement as Exhibit "AA", thereby terminating and replacing the original written cooperation agreement by and between the parties, attachment "B" hereto; and

WHEREAS, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Senior Resource Center for Douglas County, Inc., for the purposes set forth below.

AGREEMENT

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

Section 1 **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County residents over the age of 55 and to implement the recommendations outlined in the final report of the Retiree Attraction and Retention Task Force.

Section 2 **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and SRC agree to the following:

- 1) In consultation with the City and County, SRC Board of Directions shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a SRC employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including oversight and administration of the senior center, senior meals, leisure and learning, community services and transportation programs.
- 3) Additional responsibilities of the Executive Director shall be coordinated with the City and County in implementing the recommendations of the final report of the Retiree Retention and Attraction Task Force, including but not limited to:
 - a. Development of a community portal as a single source of information about local services, programs, events, and activities available to people 55 years of age and older;
 - b. Assisting with support of advisory groups relating to retiree and aging issues;
 - c. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community;
 - d. Establishing an ambassador program comprised of volunteers to host retirees considering Lawrence as a place to live; and
 - e. Oversight of a marketing plan to attract retirees to Lawrence and Douglas County.
- 4) It is agreed that SRC will provide to the City and County governing bodies quarterly reports on the progress of SRC and annual reporting during a joint meeting of the governing bodies of the City and County.
- 5) SRC shall serve as coordinating entity for communication regarding services and programs for residents age 55 and older throughout Douglas County.
- 6) Financial and operational support for the services provided by SRC will be provided in the following ways:
 - a. Use of a City facility for senior services programming and housing of the administrative functions of SRC as outlined in a separate Facility Agreement;
 - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
 - c. The City and County will provide 100% of funding for the marketing program, subject to review in the budget process. The SRC is not providing any funding for the marketing program. The City and County each agree to provide 50% of the remaining funding for a marketing program, subject to review in the budget process;
 - d. The City and County agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the

compensation package of the SRC Executive Director position above what is included in the 2012 SRC agency budget.

- e. Private donations; and
- f. Federal and state grants awarded directly to SRC.

Section 3 APPROVAL. This Agreement is effective upon being approved by the governing bodies and signed by the appropriate representatives of the City, County and SRC. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized by formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 4 APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 5 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF THE CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the ____ day of _____, 2017.

Leslie Soden, Mayor

Attest:

Sherri Riedemann, City Clerk

ON BEHALF OF DOUGLAS COUNTY, KANSAS

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the _____ day of _____, 2017.

Mike Gaughan, Chair, Board of Commissioners

Attest:

Jamie Shew, County Clerk

ON BEHALF OF SENIOR RESOURCE CENTER FO DOUGLAS COUNTY, INC

This Agreement is approved as authorized by the Board of Directors of Senior Resource Center of Douglas County, Inc. on the _____ day of _____, 2017.

Judy Wright, Chair

Attachment C

	KANSAS SECRETARY OF STATE Not-For-Profit Corporation Certificate of Amendment	
	Kansas Office of the Secretary of State: Memorial Hall, 1st Floor (785) 296-4564 120 S.W. 10th Avenue kssos@sos.ks.gov Topeka, KS 66612-1594 www.sos.ks.gov	

3576 01 053 013 \$20.00	FILED BY KS SOS 09-26-2016 04:03:38 PM FILE#: 0273136
 04593786	

This form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

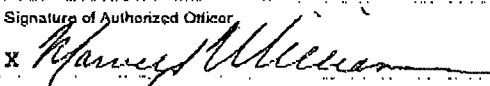
1. Business entity ID number Not Federal Employer ID Number (FEIN).	0273136
---	---------

2. Name of corporation Must match name on record with Secretary of State.	Douglas County Senior Services, Inc.
---	--------------------------------------

3. The articles of incorporation are amended as follows: Article First is amended to change the name of the Corporation to Senior Resource Center for Douglas County, Inc.
--

4. The amendment was adopted in accordance with the provisions of K.S.A. 17-6602, 17-1608, or 17-7302.

5. Effective date	☐ Upon filing	☒ Future effective date:	Month 10	Day 01	Year 2016
--------------------------	--------------------------------------	--	-------------	-----------	--------------

6. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct, and that I have remitted the required fee.					
Signature of Authorized Officer 			Month 09		
Name of Signer (printed or typed) Dr. Marvel Williamson			Day 23		
Phone Number (785) 727-7880			Year 2016		



I hereby certify this to be a true and correct copy of the original on file.
 Certified on this date: 9-26-2016
 KRIS W. KOBACH
 Secretary of State

NR

KRIS W. KOBACH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

September 26, 2016

STEVENS & BRAND, L.L.P.
ATTN: REBECCA WEMPE
P.O. BOX 189
LAWRENCE, KS 66044

RE: SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC.

ID #: 27-313-6

To The Corporation

A certified copy of the amendment that was recently filed in the Corporations Division of our office is enclosed.

Every corporation in Kansas is assigned an identification number. Use of this number in any correspondence with our office will give us immediate access to your file and enable us to offer you faster, more efficient service. Your corporation's identification number is at the top of this letter.

nr



City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS
CITY MANAGER

City Offices
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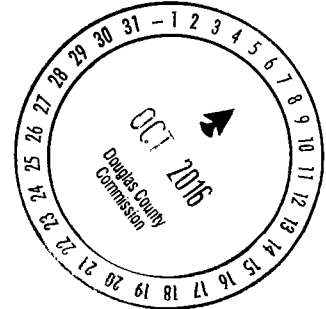
CITY COMMISSION

MAYOR
MIKE AMYX

COMMISSIONERS
LESLIE SODEN
STUART BOLEY
MATTHEW J. HERBERT
LISA LARSEN

October 4, 2016

Craig Weinaug, County Administrator
Douglas County
Douglas County Courthouse
1100 Massachusetts Street
Lawrence, KS 66044



Re: Proposed Cost-sharing for Reconstruction of Fire Station No. 1

Dear Craig:

This letter memorializes our recent discussions related to sharing the costs of the City's reconstruction project of Fire Station No. 1, located at 746 Kentucky Street in Lawrence (the "Reconstruction Project"). If the cost-sharing terms set forth in this letter are acceptable to our respective governing bodies, then City staff will prepare a written agreement consistent with the agreed upon terms.

1. The total estimated cost of the Reconstruction Project is \$6,378,154.00. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
 - A. Lawrence Douglas County Fire Medical Dept. Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence Douglas County Fire and Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$3,857,978.58. Accordingly, the County's share of the total cost for the LDCFM Portion is estimated to be \$978,185.71, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$2,868,792.87, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
 - B. Douglas County Senior Services, Inc. The County will pay 32% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Douglas County Senior Services, Inc. ("DCSS Portion") pursuant to an agreement between the



City and DCSS dated November 7, 2012. Current estimates show that the total cost of the DCSS Portion is \$2,520,175.42. Accordingly, the County's share of the total cost for the DCSS Portion is estimated to be \$806,456.13, plus interest and the costs of issuance. The City's share of the cost for the DCSS Portion is estimated to be \$1,713,719.29, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.

- C. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project.. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.
2. The County agrees to pay to the City on or before December 31, 2016, the sum of \$520,000 to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
 3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of at least \$100,000 until such time as the balance is paid in full. The County agrees to make the first such annual payment on a date in 2018 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received by the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.*
 4. The County shall have the option to pay down its balance, including paying it in full, at any time, without penalty.

Temporary Relocation of Douglas County Senior Services, Inc.

We have also discussed the possibility of temporarily relocating DCSS to the County's building at 1242 Massachusetts Street during the Reconstruction Project. We propose the City and the County split equally the cost to make the building usable for DCSS. The City would agree to be responsible for the utilities while it is occupied by DCSS. We request the County make the space available to DCSS free of rent for the duration of the Reconstruction Project. If this arrangement is also acceptable to your Commission, please let me know and City staff can incorporate the terms into an agreement.

Craig Weinaug
October 4, 2016
Page 3 of 3

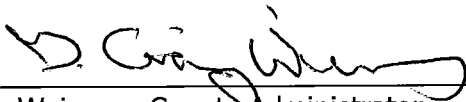
The reconstruction of the City's facility at 746 Kentucky Street will benefit the City and County greatly. The City appreciates the Board of County Commission's consideration of this cost-sharing plan for the project. If I have overlooked anything, please do not hesitate to contact me. If your governing body finds the above terms satisfactory, I request that you sign and date this letter in the space provided below, and return it to me at your earliest convenience. I look forward to hearing from you.

Sincerely,



Thomas M. Markus
City Manager

The Board of County Commissioners of Douglas County approved the Proposed Cost-sharing for the City's reconstruction of Fire Station No. 1, and has authorized me to sign below.



Craig Weinaug, County Administrator

Date: 10/12/16

COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT

THIS LEASE is made as of the 21st day of November, 2016, by and between The **Dwayne Peaslee Technical Training Center, Inc. ("Landlord")**, with an address of 2920 Haskell, Lawrence, Kansas 66049, and **Senior Resource Center for Douglas County, Inc.**, a Kansas corporation ("**Tenant**") with an address of 745 Vermont Street, Lawrence, Kansas 66044.

In consideration of the covenants and agreements and payments set forth herein, the sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the offices and related facilities located at 2920 Haskell Avenue, Lawrence, Douglas County, Kansas, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").
2. **USE OF PREMISES.** Unless the parties agree otherwise in writing, the Premises will be used only for general office and administrative uses (collectively, the "Permitted Use").
3. **TERM.** The term of this Lease (the "Term") is for twelve (12) months, commencing on the 1st day of January, 2017, and ending on the 31st day of December, 2017.
4. **POSSESSION.** Notwithstanding the Term, Tenant may take possession immediately upon execution of this Lease Agreement and upon Landlord's receipt of the first month's Lease Payment and the Security Deposit and proof of insurance. All terms and conditions herein shall become immediately effective and binding upon execution of This Lease Agreement. Once Tenant takes possession, Tenant may begin making Tenant's improvements for the purpose of preparing the Premises for use by Tenant. During the Term of this Lease, Tenant shall have access to the Premises 24x7x365.
5. **OPTION TO EXTEND.** Provided that this Lease shall be in good standing and in full force and effect and that Tenant shall not be in default of any of the terms, conditions, covenants and obligations of this Lease, Tenant shall have the option to extend the Term of this Lease on a month-to-month basis for up to an additional 6 months ("Extension"); provided, that Tenant shall provide Landlord with three (3) months' advance notice of termination of this Lease. All terms and conditions herein described shall remain in full force and effect during the extension period.
6. **LEASE PAYMENT.** Tenant shall pay to Landlord a total sum of Twenty-eight Thousand Five Hundred Seventy-two and no/100 Dollars (\$28,572.00) as Lease Payments in monthly installments of Two Thousand Three Hundred Eighty-one and no/100 Dollars (\$2,381.00), each due and payable in advance, without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing. The first monthly Lease Payment for January, 2017 shall be paid with the execution of this Lease, and the next Lease Payment will be due February 1, 2017. All subsequent monthly payments shall be made on the 1st day of each succeeding month during the remainder of the Term.

August 2018

7. LATE PAYMENTS. In the event any installment of Lease Payments is not paid by the tenth (10th) day of the month for which said installment is due during the term or extended term of this Lease, Tenant shall pay to Landlord a late fee equal to ten percent (10%) of the amount unpaid.
8. SECURITY DEPOSIT. Concurrently with its execution of this Lease, Tenant shall deliver to Landlord Two Thousand Three Hundred Eighty-one and no/100 Dollars (\$2,381.00) as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, will deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.
9. UTILITIES AND OPERATING EXPENSES. The Lease Payments made by Tenant to Landlord shall include all utilities and operating expenses. Landlord shall provide all utilities and operation of the common areas at Landlord's sole expense.
10. PROPERTY INSURANCE. Landlord shall maintain, at all times during the Term, at Landlord's sole cost, adequate property casualty insurance on the Premises and the building and land of which the Premises are a part, and its own liability coverage. Tenant shall comply with all reasonable requirements of Landlord's insurance provider(s), so the lowest property damage insurance and liability insurance rates in respect of the Premises may be obtained by Landlord; and nothing shall be done or kept in or on the Premises by Tenant which will cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the Premises permitted by this Lease or which will cause cancellation or make void any such insurance.

Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the Premises.
11. INDEMNITY AND LIABILITY INSURANCE. Except to the extent any of the following is caused by the gross negligence or willful misconduct of Landlord or as otherwise provided in this Lease, Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or other person or persons specifically on the Premises by reason of Tenant's use or occupancy, or resulting from Tenant's possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1,000,000 for injury to or death of persons and for property

damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance to be determined in the sole discretion of Landlord.
13. SIGNS AND ADVERTISEMENTS. Tenant shall have the right to install, at Tenant's sole cost, a small sign near the building entrance. The size and design of the sign shall be subject to the advance approval of Landlord, which approval shall not be unreasonably withheld. Tenant acknowledges that any agreement for additional signage near the entrance drive will be subject to approval and further agreement of USD 497 and/or the City of Lawrence.
14. CONDITION OF PREMISES AT BEGINNING AND END OF TERM. Tenant acknowledges Tenant has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition, with the exception of the renovation of the 8th office to be occupied by Tenant and replacement of furniture and removal of the sink in the conference room prior to Tenant's occupancy. At the end of the Term, Tenant will, at Tenant's expense, (a) surrender the Premises in as good a condition as the Permitted Use will have reasonably permitted; (b) remove all of Tenant's property from the Premises; (c) promptly repair any damage to the Premises caused by the removal of Tenant's property from the Premises; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.
15. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agent may enter the Premises on reasonable prior written notice and at reasonable hours to examine the same, and in a manner that does not disrupt Tenant's use and enjoyment of the Premises, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which they are a part; and during the last 120 days of this Lease, Landlord may display a "For Rent" sign on and show the Premises.
16. MAINTENANCE AND REPAIR BY LANDLORD. Landlord will maintain and keep in good repair, the roof, exterior walls, gutters downspouts, foundations, parking lots, driveways and approaches (including snow and ice removal) and all other structural components of the building of which the Premises are a part, corridors and access ways to and from the Premises, all underground plumbing and sewer lines, and water, gas and electric service lines to the point where such service lines enter the building of which the Premises are a part, mechanical equipment, appliances and systems, and heating, ventilating, air conditioning, plumbing, and sprinkler systems. Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing they are necessary, in which event Landlord will have a reasonable time after notice to make such repairs.

Landlord agrees to install internet wiring at \$25.00 per hour, plus related costs, such as server installations, to be paid by Tenant.

17. ENTRANCE DOORWAY. The Northwest doorway will serve as the primary entrance to Tenant's space. The existing door will be replaced by Landlord with a lockable door, with input as to type and design by Tenant. Tenant shall pay up to \$2,000.00 for the cost of the door and installation. Improvement of the sidewalk surface and entry door ledge to reduce falling hazards will be provided and paid for by Landlord.
18. DAMAGE BY CASUALTY. In case during the Term herein, the Premises or the building of which said Premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord or the Tenant, the Term shall cease and this Lease shall become null and void from the date of such damage or destruction and Tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent within said Term, only to the time of such surrender; provided, however, that either party shall exercise such option to so terminate this Lease by notice in writing delivered to the other party within thirty (30) days after such damage or destruction. In case neither party shall elects to terminate this Lease, this Lease shall continue in full force and effect and Landlord shall repair the Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In the event the Lease is not terminated and repairs are necessary, Tenant shall reasonably accommodate said repairs, upon request of Landlord. If the Lease is terminated, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five days after the request of Landlord. If the Premises shall be but slightly injured by fire or other casualty, so as not to render the same untenable and unfit for occupancy, and the Premises shall remain viable for purposes of Tenant being able to reasonably conduct Tenant's business, in Tenant's reasonable discretion, then Landlord shall repair the same with all reasonable promptitude, and in that case the rent shall not abate. Except as provided herein, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's non-compliance with the terms of this Lease.
19. PERSONAL PROPERTY. Tenant will provide telephones, computers, copiers, furniture and other equipment for Tenant's use. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's non-compliance with the terms of this Lease, the Landlord shall not be liable for any loss or damage to any equipment, telephones, computers, copiers, furniture, supplies, electronic or physical storage, inventory, goods, fixtures, improvements or other personal property of Tenant in or about the Premises, regardless of the cause of such loss or damage.
20. ALTERATIONS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld and/or delayed.
21. UTILITIES AND SERVICES. Landlord shall be responsible for payment of all electricity, gas, water, fuel, trash removal and any services or utilities used in or assessed against the entire building of which the Premises is a part. Tenant shall be responsible for payment of janitorial

services for the Premises (presently provided by Sue Bees at \$45.00 per week), either directly to the janitorial service or through Landlord.

22. LEGAL REQUIREMENTS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitation ADA, OSHA and like requirements, and indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so, including Landlord's reasonable attorney fees and costs.
23. MULTIPLE TENANCY BUILDING. Tenant agrees to conduct its business in a manner that will not be reasonably objectionable to other tenants in the building of which the Premises are a part, including noise, vibration, odor, trash or fumes.
24. FIXTURES. Except for Tenant's personal property and business machinery and equipment, all repairs, alterations, additions, improvements, installations and other non-business fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, will belong to Landlord and will remain on and be surrendered with the Premises at the expiration or termination of this Lease. Said fixtures shall include but not be limited to, new lighting, revisions or repairs or replacements of electrical fixtures, breakers, wiring, conduit, additional office space, addition of carpeting, new doors and windows, and any other improvements to the Premises made by Tenant or Landlord during the term of the Lease.
25. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises or the building of which the Premises are a part or the land under it, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In this event, Lease Payments shall be apportioned as of the date of the termination. If the Lease is not terminated and the portion of the premises taken, appropriated, condemned or voluntarily transferred in lieu of condemnation does not render the premises unsuitable for Tenant's purposes, then this Lease shall terminate only as to the part taken or conveyed on the date Tenant shall yield possession, and Landlord shall make such repairs and alterations as may be necessary to make the part not taken usable, and the rent payable hereunder shall be reduced in proportion to the part of the Premises taken. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking, except that Tenant shall have the right to recover from the condemning authority, if permitted by law, and if not then from Landlord, such compensation as may be awarded to Tenant on account of interruption of Tenant's business, for moving and relocation expenses and for depreciation to and removal of Tenant's goods and trade fixtures. Nothing in this paragraph shall preclude an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

26. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

27. DEFAULT AND REMEDIES. In the event: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease and, except for the payment of an installment of Lease Payment, such default continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said thirty (30) day period, Tenant shall have an additional period of thirty (30) days to cure such default; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof and such proceeding or action shall not have been dismissed within sixty (60) days; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon thirty (30) days prior written notice, excepting the payment of Lease Payments, for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises, either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, lease said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such Lease Payments and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises.

Lease Payments received by Landlord from such re-letting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than Lease Payments due hereunder; second, to payment of any reasonable costs and expenses of such re-leasing, including, but not limited to, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of Lease Payments due and payable hereunder and interest thereon; and, if after applying said Lease Payments there is any deficiency in the Lease Payments and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly.

28. WAIVER. The rights and remedies of a party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by a party of any breach or breaches, default or defaults

of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of Lease Payments subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of Lease Payments promptly upon the due date thereof. No receipt of money by Landlord after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

29. HAZARDOUS SUBSTANCES. The term "Hazardous Substances" as used in this lease shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

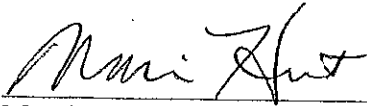
- (a) Tenant covenants and warrants to Landlord that Tenant shall not cause or permit to occur:
 - i. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the premises, or arising from Tenant's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or
 - ii. The use, generation, release, manufacture, refining, production, storage, or disposal of any Hazardous Substances on, under, or about the premises, or the transportation to and from the premises of any Hazardous Substances, without Landlord's prior written consent.
- (b) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances. Tenant shall at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authority under said laws.
- (c) Should any Authority or any third party demand that a cleanup be undertaken because of any spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease that is a direct result of Tenant's use or occupancy of the premises, then Tenant shall, at Tenant's own expense, carry out all such clean-up to the satisfaction of all governmental authorities, agencies, etc.
- (d) Tenant shall provide all information regarding Tenant's use, generation, storage, transportation, or disposal of Hazardous Substances to Landlord upon request.
- (e) If Tenant fails to fulfill any duty imposed under this entire clause within a reasonable time, then and in such case Landlord may take whatever actions are necessary to correct the situation, and Tenant shall reimburse Landlord for all costs associated therewith (including attorneys' fees and consulting fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this lease that is a result of Tenant's use or occupancy of the premises.
- (f) Tenant shall indemnify, defend, and hold harmless Landlord from all fines, suits, procedures, claims and actions of every kind against Landlord, and all costs and attorneys' fees associated therewith arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this lease that is a result of Tenant's use or occupancy of the Premises.

(g) Tenant's obligations and liabilities under this entire clause shall survive the expiration of this lease.

30. AGENCY DISCLOSURE: Neither party has contracted with any broker or other third party for any services for which payment, by way of commission or otherwise, may be due as a result of entering into this Lease.
31. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, or such other address as Tenant may designate in writing from time to time, and to Landlord where rent is payable.
32. SUBORDINATION. This Lease shall be subject and subordinate in law and equity to any existing or future mortgage or deeds of trust placed by Landlord upon the Premises or the property of which the Premises form a part.
33. SUCCESSORS. The provisions, covenants, conditions, rights, responsibilities and obligations of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and permitted assigns of each of the parties hereto.
34. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.
35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof.
36. LIEN WAIVERS. Tenant shall not allow any liens to attach to the Premises as a result of improvements made by Tenant or under Tenant's control, including without limitation, materialmen's or mechanics' liens.
37. PARKING. Tenant shall be entitled to the use of the parking spaces in the parking lot in the same proportion as Tenant's space is to the whole building, which for purposes of this Lease shall be considered 20 spaces, all on the north side of the building.
38. CLASSROOMS AND LABS. Landlord agrees to offer for rent by Tenant, the classrooms and labs, at a rate that is a fifty percent (50%) discount from the published Facility Rental Fee Structure then in effect. A copy of the current Facility Rental Fee Structure is attached hereto as Exhibit "B" and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereto subscribed their names the date set forth opposite their signatures, below.

LANDLORD:

 Date 11/23/16
Marvin Hunt, Executive Director
The Dwayne Peaslee Technical
Training Center, Inc.

TENANT:

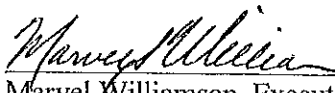
 Date 11/21/2016
Marvel Williamson, Executive Director
Senior Resource Center
for Douglas County, Inc.

EXHIBIT "A"

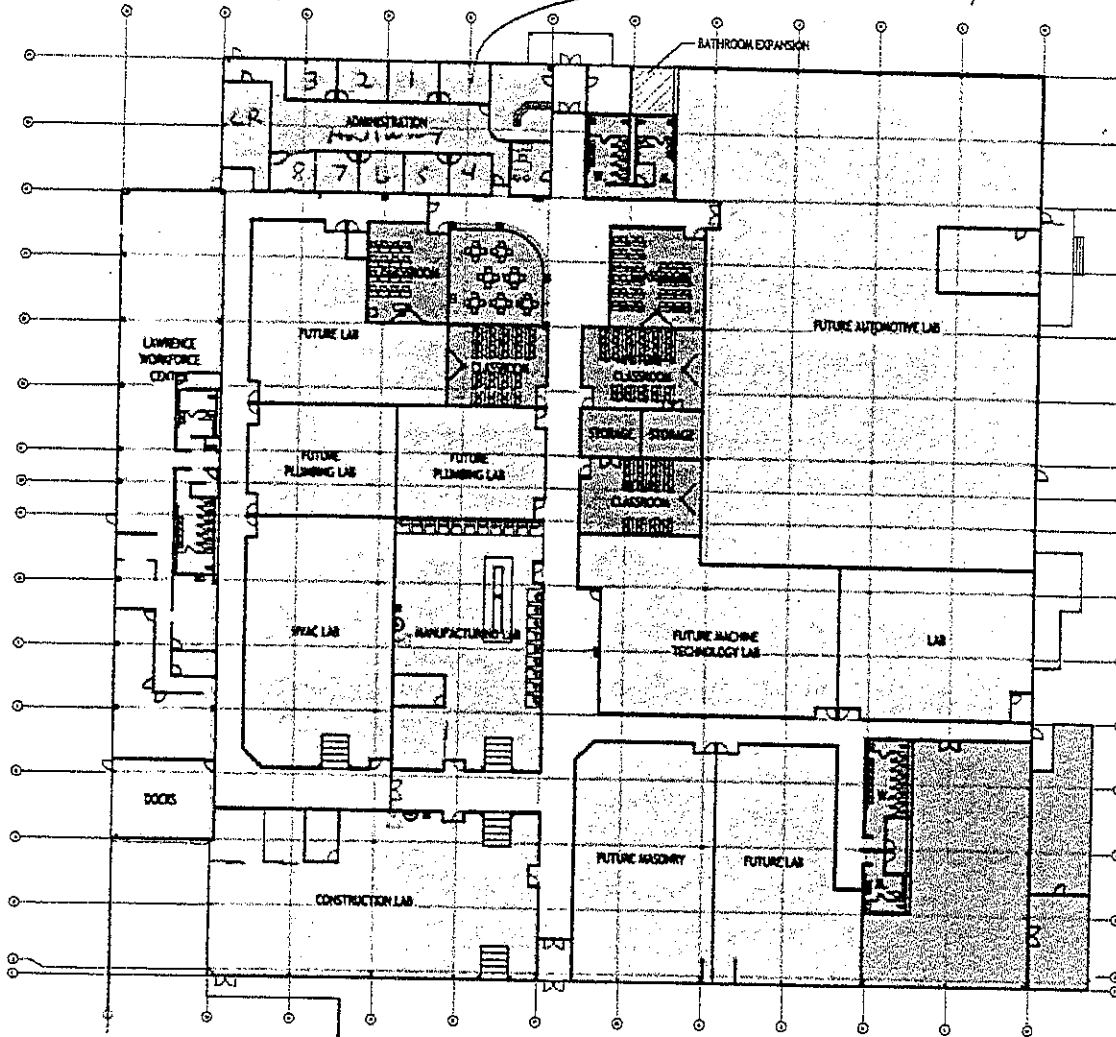
Description of Premises

Eight offices, a hallway, and the conference room in the northwest corner of the Peaslee Technical Training Center constitute the premise. See attached floor drawing. A ninth office in that location will remain occupied by the NCCC Youth Services Program. Senior Resource Center has access to Peaslee Tech's break room, the bathrooms, and use of the wi-fi system.

Senior Resource Ctr
Offices labelled 1-8
plus Conference Rm (CR)
+ Hallway

(N)

This office leased by NECC
youth services Program.



- LEGEND:
- CIRCULATION
 - ADMINISTRATION
 - COMMON AREA
 - CLASSROOMS
 - TECHNOLOGY LABS
 - LEASE AREA
 - UN-ALLOCATED / EXPANSION
 - BUILDING SUPPORT

The Dwayne Peaslee Tech. Revised Plan Diagram

LAWRENCE, KANSAS

06-27-16

scale: 1/16" = 1'-0"

(S)

TREANOR
ARCHITECTS
1800 Vermont Street
Lawrence, Kansas 66044-2020
Office: 781-846-1000
Fax: 781-846-1001
www.treanorarchitects.com

EXHIBIT "B"

Facility Rental Fee Structure

The Dwayne Peaslee Technical Center is available for rent Monday-Friday between 8:00 am-5:00 pm. There will be a **\$25 set-up fee** added to each room rental. To rent the facility outside of the regular hours an additional fee of \$25 per hour will be charged for a Peaslee staff person to be on site. For additional Facility Rental information please contact Marvin Hunt, Executive Director, mhunt@peasleetechnology.org, or Carolyn Chinn Lewis, Administrative Assistant, cchinnlewis@peasleetechnology.org - 785-856-1801.

ALL RENTALS REQUIRE A CERTIFICATE OF INSURANCE.

A down payment of 50% is required to confirm reservation with the balance due at the time of the event.

A cancellation fee equaling 50% of the rental fee will be charged for cancellations received within 5 days or less of the scheduled facility rental.

Classroom A	Classroom B	Classroom C
Fee: \$50 half day / \$100 full day	Fee: \$50 half day / \$100 full day	Fee: \$50 half day / \$100 full day
• Capacity 34	• Capacity 16	• Capacity 28
• Ceiling mounted projector w/ white board	• Overhead • Projection Screen	• Ceiling mounted projector w/ white board
• Front of classroom computer	• Front of classroom computer	• Front of classroom computer
• 6' rolling rectangle tables w/ stackable chairs	• 16 computer stations w/ stackable chairs	• 5' rolling rectangle tables w/ stackable chairs

Construction Shop	Manufacturing Shop
Fee: \$150 half day / \$300 full day	Fee: \$150 half day / \$300 full day
• Capacity 89	• Capacity 71

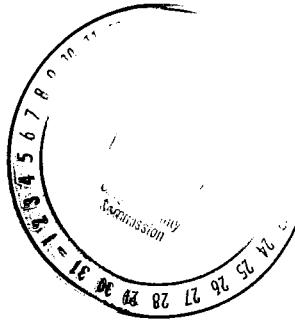
Break/Hospitality Area	Facility
Fee: \$25 half day / \$50 full day	Fee: \$400 half day / \$750 full day
• Capacity 52	• Capacity 452
• 4' square tables (5 ea.) w/ chairs	Includes: Classroom A, Classroom B, Classroom C, Construction Shop, Manufacturing Shop, and Break/Hospitality Area
• 3' round high top tables (2 ea.) w/ chairs	

Additional resources: • Lectern

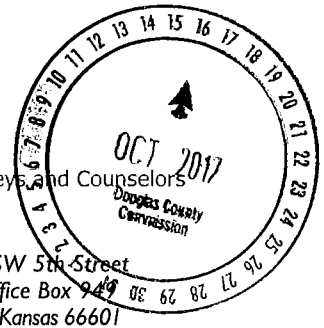
Experience Counts

October 12, 2017

Jamie Shew
Douglas County Clerk
1100 Massachusetts St.
Lawrence, KS 66044



Attorneys and Counselors



3550 SW 5th Street
Post Office Box 949
Topeka, Kansas 66601

TEL 785.232.7761
FAX 785.232.6604
WEB fisherpatterson.com

A Limited Liability Partnership

RE: Petition for Attachment of Lands to Douglas County RWD No. 3

Dear Mr. Shew,

Enclosed please find a Petition for the attachment of adjoining lands to Rural Water District No. 3, Douglas County, Kansas. I am filing the Petition with your office pursuant to K.S.A. 82a-622, 82a-623, and 82a-624. The lands are in Shawnee County, but K.S.A. 82a-612 requires the clerk and the county commissioners in the county where the majority of the rural water district's land is located to approve the attachment.

The Petition has been signed by over 75% of the landowners in the area to be attached. The enumeration of landowners included Everett Haselwood Jr., but Mr. Haselwood passed away on August 6, 2015. His widow, Eula Haselwood, owned the property as a joint tenant with him and has signed the Petition. Julie M. Vawter is also deceased, but she owned property jointly with James Bickell who has signed the Petition. The signature page (p. 11) contains space for the signatures of Lavern and Peggy Abney and Brett Beier, but those addresses are no longer part of the Petition and the legal descriptions for their properties have been removed.

The lands are within the fringe areas of the City of Topeka, so we will also need to obtain approval of the attachment of lands from the Shawnee County Board of Commissioners pursuant to K.S.A. 19-270. I am asking the Douglas County Board of Commissioners to approve the Petition subject to subsequent approval of the attachment of lands by the Shawnee County Board of Commissioners pursuant to K.S.A. 19-270. After Douglas County approves the Petition, I will seek approval from Shawnee County. I can provide a document in Word format with proposed findings and with the legal descriptions to assist with entering these findings in the Board's minutes, or I could provide a proposed Order that could be attached to and incorporated into the Board's minutes. Let me know what will be the most useful to you and to the Board.

If you have any questions, please let me know.

Sincerely,

Samuel A. Green
sgreen@fisherpatterson.com
Attorney for Petitioner

Before the Board of County Commissioners of Douglas County, Kansas

**In the Matter of the
Petition for the Attachment of Adjoining Lands to
Rural Water District No. 3, Douglas County, Kansas**

PETITION

Petitioner, Rural Water District No. 3, Douglas County, Kansas prays for the attachment of lands outside Rural Water District No. 3's current boundaries that can be economically served by the facilities of Rural Water District No. 3.

1. The description of lands to be attached to the district is set forth in Exhibit A, attached hereto and made a part of this Petition.

2. This Petition has been signed by at least 50% of the owners of land within the area to be attached as determined by an enumeration of owners of land taken from the tax rolls of Shawnee County. The signatures of the landowners are attached as Exhibit B. The enumeration of landowners is attached as Exhibit C and is made a part of this Petition.

3. The land is to be attached to Rural Water District No. 3, Douglas County, Kansas.

4. The lands proposed to be attached are without an adequate water supply and can be economically served by petitioner's facilities. The City of Topeka has declined to provide water service to residents in the area.

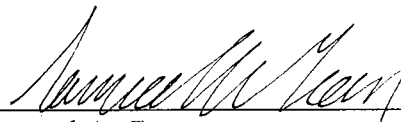
5. Attachment to petitioner's district will be conducive to and will promote the public health, convenience, and welfare of the landowners and residents in the area to be attached.

6. A majority of the members of the Board of Directors of Rural Water District No. 3 agree that attachment as requested herein is desirable and do not object to attachment.

7. Pursuant to the provisions of K.S.A. 82a-622 through K.S.A. 82a-624, a petition for attachment of lands is to be filed with the “county clerk” and addressed by the “county commissioners.” K.S.A. 82a-612(c) provides “the terms ‘board of county commissioners’ and ‘county clerk’ shall mean, respectively, the board of county commissioners and county clerk of the county in which the greatest portion of the territory of any existing or proposed rural water district is located” The greatest portion of petitioner’s territory is in Douglas County, and the Board of County Commissioners of Douglas County must consider this matter.

8. Some or all of the land sought to be attached is located within the 3-mile fringe area of a city—the City of Topeka—and, therefore, is subject to the provisions of K.S.A. 19-270. Those provisions require the Board of County Commissioners of Shawnee County to hold a hearing as to the advisability of attaching the lands to the territory of the District. Petitioner requests the Board of County Commissioners approve the Petition subject to subsequent approval of the attachment by the Board of County Commissioners of Shawnee County pursuant to K.S.A. 19-270.

WHEREFORE, petitioner asks that the Board of County Commissioners set a hearing as required by K.S.A. 82a-623, that the Board of County Commissioners determine the statements contained in the Petition are true, that the Board of County Commissioners enter an Order approving the attachment of lands to the District subject to approval by the Board of County Commissioners of Shawnee County according to the provisions of K.S.A. 19-270, and that the Board of County Commissioners enter these findings into its minutes along with a description of the new territory attached to Rural Water District No. 3, Douglas County, Kansas.



Samuel A. Green

#24221

FISHER, PATTERSON, SAYLER & SMITH, LLP

3550 SW 5th St.

Topeka, KS 66606

(785) 232-7761 / (785) 232-6604 – fax

E-mail: sgreen@fisherpatterson.com

**Attorney for Petitioner, Rural Water District No.
3, Douglas County, Kansas**

Exhibit A – Legal Description of Property

The Northeast Quarter of Section 4, Township 13, Range 16, and the Northeast Quarter of the Southeast Quarter of Section 4, Township 13, Range 16 in Shawnee County, Kansas, including a separate tract described as:

Part of the Northeast Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning 300 feet East of the Northwest corner of said Northeast Quarter; thence East 300 feet; thence South 726 feet; thence West 300 feet; thence North 726 feet to the point of beginning.

All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

The Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more specifically described as follows:

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., described as follows: Beginning at a point 890 feet more or less East of the Northwest Corner of the Northwest Quarter of the Northwest Quarter; thence East 433.17 feet more or less to the Northeast Corner of the Northwest Quarter of the Northwest Quarter; thence South 600.08 feet more or less; thence West 433.17 feet more or less; thence North 600.08 feet more or less to the point of beginning, all in Shawnee County, Kansas.

Part of the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning 690 feet East of the Northwest corner of said Northwest fractional Quarter, thence East 200 feet; thence South 600 feet; thence West 200 feet; thence North 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., described as follows: Beginning at the

Northwest corner of the said Northwest Quarter of the Northwest Quarter; thence South 89°54'46" East, 690.00 feet; thence South at right angles and parallel to the West line of said Northwest Quarter of the Northwest Quarter, 600.00 feet; thence West parallel to the North line of said Northwest Quarter of the Northwest Quarter, 90.00 feet, more or less; thence South parallel to the West line, 42.71 feet, more or less; thence West parallel to the North line, 600.00 feet, more or less to the West line of said Northwest Quarter of the Northwest Quarter; thence North 00°00'00" East along the West line of said Northwest Quarter of the Northwest Quarter, 642.71 feet, more or less, to the point of beginning, in Shawnee County Kansas.

A tract of land in the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of said Northwest Quarter; 420 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 220 feet more or less along said West line; thence East 600 feet more or less; thence South 220 feet more or less; thence West 600 feet more or less to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13, South, Range 16, East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point 200 feet North of the Southwest corner of the said Northwest Quarter of the Northwest Quarter; thence North 220 feet along the West line of said Northwest Quarter of the Northwest Quarter; thence East 600 feet; thence South 220 feet; thence West 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter of the Northwest Quarter; thence North 200 feet; thence East 600 feet; thence South 200 feet; thence West 600 feet to the point of beginning.

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0

feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the South line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

The Northeast Quarter of the Northwest Fractional Quarter and the South Half of the Northwest Fractional Quarter, all in Section 4, Township 13 South, Range 16 East of the 6th P.M., except railroad right-of-way, in Shawnee County, Kansas.

EXCEPT All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the South line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

EXCEPT A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00

seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

The Southwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, EXCEPT the right of way to Missouri Pacific Railway, AND EXCEPT a tract taken for The United States of America, described as follows:

Beginning at the Southwest corner of said Section 4; thence North 00 degrees 02 minutes 40 seconds West, along the West line of said Section 4, 1,477.55 feet; thence South 42 degrees 57 minutes 50 seconds East, 2,017.20 feet to a point on the South line of said Section 4, which point is North 89 degrees 56 minutes 30 seconds East 1,373.65 feet from the Southwest corner thereof; thence South 89 degrees 56 minutes 30 seconds West, along the South line of said Section 4, 1,373.65 feet to the point of beginning.

The South Half of the Southwest Quarter of Section 33, Township 12, South, Range 16, East of the 6th P.M. in Shawnee County, Kansas. (Less the railroad right of way.) Including the following specifically described tracts:

Beginning at the Southwest Corner of the South One Half of the Southwest Quarter of Section 33, Township 12, Range 16, Shawnee County, thence North 400 feet, thence East parallel to the South line of the Southwest Quarter 560 feet, thence North parallel to the West line of the Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad, thence South easterly along said Right-of-Way to the South line of said Southwest Quarter, thence West along the South line of said Southwest Quarter to the point of beginning.

Beginning at a point 400 feet North of the Southwest Corner of the South One Half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-three (33), Township 12, Range 16, Shawnee County, Kansas; thence East parallel to the South line of the Southwest Quarter 560 feet; then North parallel to the West line of said Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad; thence Northwesterly along said Right-of-Way to the West line of said Southwest Quarter, thence South along West line of said Southwest Quarter to point of beginning.

Commencing at the Southwest Corner of the South West Quarter of said section 33, thence East on Azimuth 270 degrees 02 minutes 41 seconds, 700.00 feet, coincident with the South Line of the Southwest Quarter of said section 33, to the point of the beginning; thence on Azimuth 00 degrees 02 minutes 41 seconds, 270 feet; thence on Azimuth 90 degrees 02 minutes 41 seconds, 200.00 feet; thence on Azimuth 00 degrees 02 minutes 41 seconds, 237.14 feet to the South right of way line of the abandoned Missouri Pacific Railroad, then on Azimuth 125 degrees 28 minutes 52 seconds, 95.59 feet coincident with the South right of way line of said Missouri Pacific Railroad; thence around a curve to the right, 611.75 feet, having a radius of 1,382.39 feet, a chord length of 606.77 feet and a chord Azimuth of 138 degrees 09 minutes 31 seconds, to the South line of the Southwest Quarter of said Section 33; thence on Azimuth

270 degrees 02 minutes 41 seconds, 682.98 feet, coincident with the South line of the Southwest Quarter of said section 33, to the point of beginning.

The North half of the Southwest Quarter of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas.

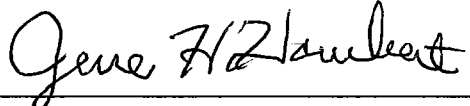
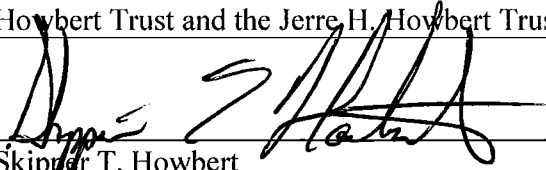
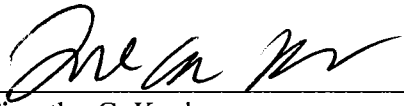
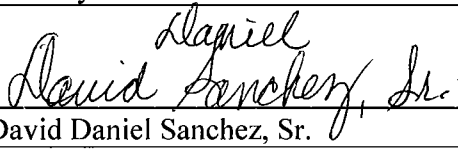
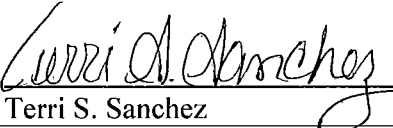
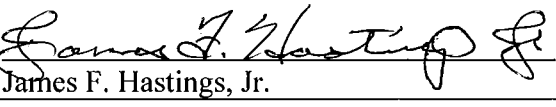
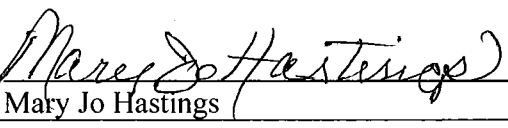
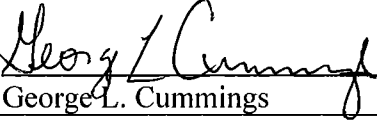
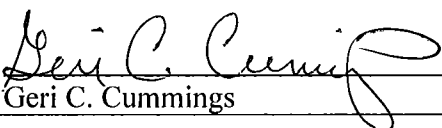
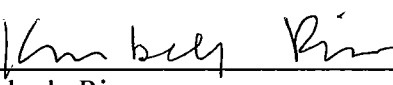
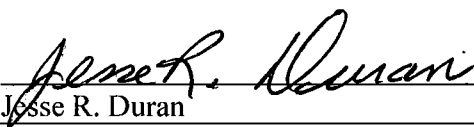
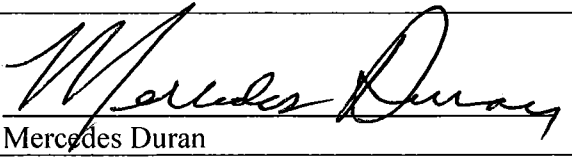
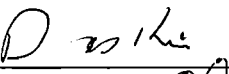
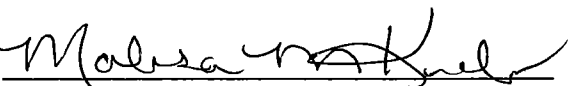
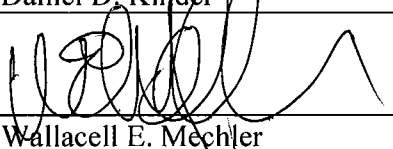
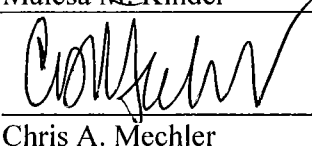
Part of the West half of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning, EXCEPT the South 150 feet thereof.

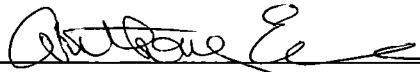
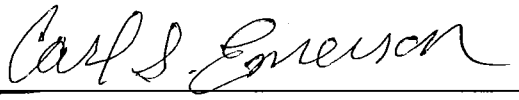
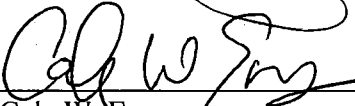
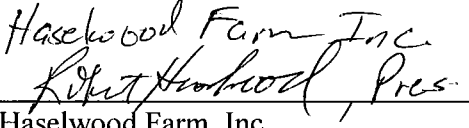
The South 150 feet of a Tract of land lying in part of the West Half of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, and being described as follows: Beginning at the Southwest Corner of the Northwest Quarter of said Section; thence North along the West line of the said Section a distance of 490.0 feet; thence East at right angles a distance of 444.49 feet; thence South at right angles at a distance of 490.0 feet; thence West at right angles a distance of 444.49 feet to the point of beginning.

The South Sixty (60) Acres of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), all in Section 33, Township 12, Range 16, Shawnee County, Kansas. EXCEPT a tract described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning.

A Tract of land in the North 20 Acres of the South Half of the Northwest quarter of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas described as follows: Beginning at a point 1656.55 feet South of the Northwest Corner of said Section 33, said point being on the South line of aforesaid 20 Acres; thence East 352.67 feet along the South line of said 20 Acres; thence North parallel with the West line of said Northwest Quarter Section 135.0 feet; thence West 352.67 feet; thence South 135.0 feet to the point of beginning, except the West 30 feet for road. Also described as Lot 1, Block A, Niehues Subdivision, in the City of Topeka, Shawnee County, Kansas.

Exhibit B – Signatures of Landowners

SE Berryton Rd.	 Jerre H. Howbert, Trustee of the Delores F. Howbert Trust and the Jerre H. Howbert Trust	 Delores F. Howbert, Trustee of the Delores F. Howbert Trust and the Jerre H. Howbert Trust
2443 SE 61st St.	 Skipper T. Howbert	
2445 SE 61st St.	 Timothy G. Koch	
2205 SE 61st St.	 David Daniel Sanchez, Sr.	 Terri S. Sanchez
2221 and 2135 SE 61st St.	 James F. Hastings, Jr.	 Mary Jo Hastings
2049 SE 61st St.	 George L. Cummings	 Geri C. Cummings
6220 SE California Ave.	 Kimberly Rice	
6230 SE California Ave.	 Jesse R. Duran	 Mercedes Duran
6250 SE California Ave.	 Daniel D. Kinder	 Malesa M. Kinder
6420 and 6440 SE California Ave.	 Wallace E. Mechler	 Chris A. Mechler

6528 SE California Ave.	 Anthony W. Emerson	 Carl S. Emerson
	 Cale W. Emerson	
5948 SE California Ave.	Everett Haselwood, Jr.	 Eula B. Haselwood
2138 SE 61st and SE 61st	 Haselwood Farm, Inc. Robert Haselwood, Pres. Haselwood Farm, Inc.	

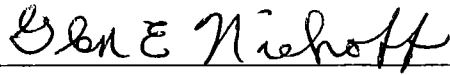
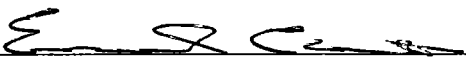
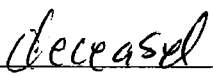
5736 SE California Ave.	Terry Gene Ready	Veronica L. Ready
* 5726 SE California Ave.	 Glen E. Niehoff	 Jeralyn Niehoff
* 5628 SE California Ave.	 Emmanuel M. Carter	
SE California Ave.	Debra Ann Morgan	
* 5534 SE California Ave.	 James Bickell	 Julie M. Vawter
5528 SE California Ave.	Lavern W. Abney	Peggy C. Abney
5524 SE California Ave.	Brett A. Beier	

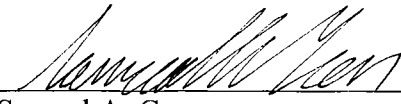
Exhibit C – List of Landowners

1. Jerre H. Howbert and Delores F. Howbert, Trustees of the Delores F. Howbert Trust
2. Jerre H. Howbert and Delores F. Howbert, Trustees of the Jerre H. Howbert Trust
3. Skipper T. Howbert
4. Timothy G. Koch
5. David Daniel Sanchez, Sr. and Terri S. Sanchez
6. James F. Hastings, Jr. and Mary Jo Hastings
7. George L. Cummings and Geri C. Cummings
8. Kimberly Rice
9. Jesse R. Duran and Mercedes Duran
10. Daniel D. Kinder and Malesa M. Kinder
11. Wallacell E. Mechler and Chris A. Mechler
12. Anthony W. Emerson, Carl S. Emerson and Cale W. Emerson
13. Haselwood Farm, Inc.
14. Everett Haselwood, Jr. and Eula B. Haselwood
15. Terry Gene Ready and Veronica L. Ready
16. Glen E. Niehoff and Jaralyn Niehoff
17. Emmanuel M. Carter
18. Debra Ann Morgan
19. James Bickell and Julie M. Vawter

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

Samuel A. Green, of lawful age, after first being sworn upon his oath, states that he is the attorney for petitioner herein, that he has made due inquiry regarding the landowners of the land to be attached to petitioner's boundaries, and the list of landowners is true and correct to the best of his knowledge.



Samuel A. Green

Subscribed and sworn to before me this 12th day of October, 2017.





Notary Public

My Commission Expires: 8-28-2018

Before the Board of County Commissioners of Douglas County, Kansas

**In the Matter of the
Petition for the Attachment of Adjoining Lands to
Rural Water District No. 3, Douglas County, Kansas**

ORDER APPROVING PETITION FOR ATTACHMENT OF LANDS

On November 1, 2017, the Board of County Commissioners of Douglas County, Kansas (“the Board”), considered the Petition submitted by Rural Water District No. 3, Douglas County, Kansas (“Petitioner”) seeking the attachment of lands outside Rural Water District No. 3’s current boundaries. The Board, having considered the Petition and having been duly and fully advised, finds as follows:

1. The lands to be attached to Petitioner’s boundaries are described as follows:

The Northeast Quarter of Section 4, Township 13, Range 16, and the Northeast Quarter of the Southeast Quarter of Section 4, Township 13, Range 16 in Shawnee County, Kansas, including a separate tract described as:

Part of the Northeast Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning 300 feet East of the Northwest corner of said Northeast Quarter; thence East 300 feet; thence South 726 feet; thence West 300 feet; thence North 726 feet to the point of beginning.

All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

The Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more specifically described as follows:

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly

1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., described as follows: Beginning at a point 890 feet more or less East of the Northwest Corner of the Northwest Quarter of the Northwest Quarter; thence East 433.17 feet more or less to the Northeast Corner of the Northwest Quarter of the Northwest Quarter; thence South 600.08 feet more or less; thence West 433.17 feet more or less; thence North 600.08 feet more or less to the point of beginning, all in Shawnee County, Kansas.

Part of the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning 690 feet East of the Northwest corner of said Northwest fractional Quarter, thence East 200 feet; thence South 600 feet; thence West 200 feet; thence North 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., described as follows: Beginning at the Northwest corner of the said Northwest Quarter of the Northwest Quarter; thence South 89°54'46" East, 690.00 feet; thence South at right angles and parallel to the West line of said Northwest Quarter of the Northwest Quarter, 600.00 feet; thence West parallel to the North line of said Northwest Quarter of the Northwest Quarter, 90.00 feet, more or less; thence South parallel to the West line, 42.71 feet, more or less; thence West parallel to the North line, 600.00 feet, more or less to the West line of said Northwest Quarter of the Northwest Quarter; thence North 00°00'00" East along the West line of said Northwest Quarter of the Northwest Quarter, 642.71 feet, more or less, to the point of beginning, in Shawnee County Kansas.

A tract of land in the Northwest fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point on the West line of the Northwest Quarter of said Northwest Quarter; 420 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 220 feet more or less along said West line; thence East 600 feet more or less; thence South 220 feet more or less; thence West 600 feet more or less to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13, South, Range 16, East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at a point 200 feet North of the Southwest corner of the said Northwest Quarter of the Northwest Quarter; thence North 220 feet along the West line of said Northwest Quarter of the Northwest Quarter; thence East 600 feet; thence South 220 feet; thence West 600 feet to the point of beginning.

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter of the Northwest Quarter; thence

North 200 feet; thence East 600 feet; thence South 200 feet; thence West 600 feet to the point of beginning.

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the South line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

The Northeast Quarter of the Northwest Fractional Quarter and the South Half of the Northwest Fractional Quarter, all in Section 4, Township 13 South, Range 16 East of the 6th P.M., except railroad right-of-way, in Shawnee County, Kansas.

EXCEPT All of that part of the East Half of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., lying East of the Right-of-Way of the Missouri Pacific Railway, in Shawnee County, Kansas.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Northwest Fractional Quarter; thence South 00 degrees 02 minutes 03 seconds East, 600.00 feet; thence North 89 degrees 54 minutes 46 seconds West, 723.53 feet; thence South 00 degrees 00 minutes 00 seconds West, 681.06 feet; thence North 89 degrees 55 minutes 49 seconds East, 723.93 feet; thence South 00 degrees 02 minutes 03 seconds East, 36.50 feet; thence South 89 degrees 54 minutes 46 seconds East, 388.39 feet to the West right-of-way line of the Missouri Pacific Railroad; thence Northerly 1,360.76 feet along said West right-of-way to the North line of the Northwest Fractional

Quarter of Section 4; thence North 89 degrees 54 minutes 46 seconds West, 59.36 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Fractional Quarter of Section 4, Township 13 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at a point 1825.0 feet South of the Northwest corner of said Northwest Quarter; thence East at right angles, a distance of 660.0 feet; thence South at right angles and parallel the West line of said Northwest Quarter a distance of 200.0 feet; thence West at right angles a distance of 660.0 feet; thence North at right angles and along the West line of said Northwest Quarter a distance of 200.0 feet to the point of beginning.

EXCEPT A tract of land in the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest Corner of said Northwest Quarter, thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the West line of said Northwest Quarter, 580.26 feet; thence South 89 degrees 57 minutes, 20 seconds East 751.34 feet; thence South 0 degrees 00 minutes 00 seconds West 578.77 feet to the South line of said Northwest Quarter; thence South 89 degrees 55 minutes 52 seconds West along said South line 751.34 feet to the point of beginning.

EXCEPT A tract of land in the Southwest Quarter of the Northwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, more particularly described as follows: Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds West a distance of 72.6 feet along the West line of the Northwest Quarter; thence North 89 degrees 55 minutes 03 seconds East a distance of 599.83 feet; thence North 00 degrees 02 minutes 26 seconds East a distance of 72.6 feet to the South line of a tract described in Book 2359, Page 812, Shawnee County Register of Deeds Office; thence South 89 degrees 55 minutes 03 seconds West a distance of 599.88 feet along the South line of said tract to the Point of Beginning.

The Southwest Quarter of Section 4, Township 13 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, EXCEPT the right of way to Missouri Pacific Railway, AND EXCEPT a tract taken for The United States of America, described as follows:

Beginning at the Southwest corner of said Section 4; thence North 00 degrees 02 minutes 40 seconds West, along the West line of said Section 4, 1,477.55 feet; thence South 42 degrees 57 minutes 50 seconds East, 2,017.20 feet to a point on the South line of said Section 4, which point is North 89 degrees 56 minutes 30 seconds East 1,373.65 feet from the Southwest corner thereof; thence South 89 degrees 56 minutes 30 seconds West, along the South line of said Section 4, 1,373.65 feet to the point of beginning.

The South Half of the Southwest Quarter of Section 33, Township 12, South, Range 16, East of the 6th P.M. in Shawnee County, Kansas. (Less the railroad right of way.) Including the following specifically described tracts:

Beginning at the Southwest Corner of the South One Half of the Southwest Quarter of Section 33, Township 12, Range 16, Shawnee County, thence North 400 feet, thence East parallel to the South line of the Southwest Quarter 560 feet, thence North parallel to the West line of the Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad, thence South easterly along

said Right-of-Way to the South line of said Southwest Quarter, thence West along the South line of said Southwest Quarter to the point of beginning.

Beginning at a point 400 feet North of the Southwest Corner of the South One Half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-three (33), Township 12, Range 16, Shawnee County, Kansas; thence East parallel to the South line of the Southwest Quarter 560 feet; then North parallel to the West line of said Southwest Quarter to Right-of-Way of Missouri-Pacific Railroad; thence Northwesterly along said Right-of-Way to the West line of said Southwest Quarter, thence South along West line of said Southwest Quarter to point of beginning.

Commencing at the Southwest Corner of the South West Quarter of said section 33, thence East on Azimuth 270 degrees 02 minutes 41 seconds, 700.00 feet, coincident with the South Line of the Southwest Quarter of said section 33, to the point of the beginning; thence on Azimuth 00 degrees 02 minutes 41 seconds, 270 feet; thence on Azimuth 90 degrees 02 minutes 41 seconds, 200.00 feet; thence on Azimuth 00 degrees 02 minutes 41 seconds, 237.14 feet to the South right of way line of the abandoned Missouri Pacific Railroad, then on Azimuth 125 degrees 28 minutes 52 seconds, 95.59 feet coincident with the South right of way line of said Missouri Pacific Railroad; thence around a curve to the right, 611.75 feet, having a radius of 1,382.39 feet, a chord length of 606.77 feet and a chord Azimuth of 138 degrees 09 minutes 31 seconds, to the South line of the Southwest Quarter of said Section 33; thence on Azimuth 270 degrees 02 minutes 41 seconds, 682.98 feet, coincident with the South line of the Southwest Quarter of said section 33, to the point of beginning.

The North half of the Southwest Quarter of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas.

Part of the West half of Section 33, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning, EXCEPT the South 150 feet thereof.

The South 150 feet of a Tract of land lying in part of the West Half of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas, and being described as follows: Beginning at the Southwest Corner of the Northwest Quarter of said Section; thence North along the West line of the said Section a distance of 490.0 feet; thence East at right angles a distance of 444.49 feet; thence South at right angles at a distance of 490.0 feet; thence West at right angles a distance of 444.49 feet to the point of beginning.

The South Sixty (60) Acres of the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), all in Section 33, Township 12, Range 16, Shawnee County, Kansas. EXCEPT a tract described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 33; thence North along the West line of said Section 33, 449.0 feet; thence East at right angles, 444.49 feet; thence South at right angles 490.0 feet; thence West at right angles, 444.49 feet to the point of beginning.

A Tract of land in the North 20 Acres of the South Half of the Northwest quarter of Section 33, Township 12 South, Range 16, East of the 6th P.M., in Shawnee County, Kansas described as follows: Beginning at a point 1656.55 feet South of the Northwest Corner of said Section 33, said point being on the South line of aforesaid 20 Acres; thence East 352.67 feet along the South line of said 20 Acres; thence North parallel with the West line of said Northwest Quarter Section 135.0 feet; thence West 352.67 feet; thence South 135.0 feet to the point of beginning, except the West 30 feet for road. Also described as Lot 1, Block A, Niehues Subdivision, in the City of Topeka, Shawnee County, Kansas.

2. The Petition has been signed by over 75% of the owners of land within the area to be attached as determined by an enumeration of owners of land taken from the tax rolls of Shawnee County.

3. The Board finds that the statements in the Petition are true. The lands proposed to be attached are without an adequate water supply and can be economically served by Petitioner's facilities. Attachment to Petitioner's district will be conducive to and will promote the public health, convenience, and welfare of the landowners and residents in the area to be attached.

4. A majority of the members of the Board of Directors of Rural Water District No. 3 agree that attachment as requested herein is desirable and do not object to attachment.

5. Pursuant to the provisions of K.S.A. 82a-622 through K.S.A. 82a-624, this Petition must be considered by the Board because the greatest portion of Petitioner's land is located within Douglas County.

6. Some or all of the land sought to be attached is located within the 3-mile fringe area of the City of Topeka and is subject to the provisions of K.S.A. 19-270. Those provisions require the Board of County Commissioners of Shawnee County to hold a hearing as to the advisability of attaching the lands to the territory of the District. Petitioner requests the Board approve the Petition subject to subsequent approval of the attachment by the Board of County Commissioners of Shawnee County pursuant to K.S.A. 19-270.

According to the foregoing findings, the Board of County Commissioners of Douglas County, Kansas hereby approves the Petition subject to the approval by the Board of County Commissioners of Shawnee County approving the attachment of the lands in accordance with the provisions of K.S.A. 19-270. The County Clerk shall enter this Order in the records of the Board and maintain it with the minutes.

ADOPTED AND APPROVED by the Board of County Commissioners of Douglas County, Kansas this 1st day of November, 2017.

COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

[seal]

Mike Gaughan, Chairman

Jamie Shew
Douglas County Clerk

Nancy Thellman, Vice-Chair

Michelle Derusseau