

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MARCH 28, 2018

4:00 p.m.

- Proclamation for Child Abuse & Neglect Prevention Month (Douglas County Child Abuse Prevention Task/Jenn Preston)
- Proclamation for "Scouting for Food" (Pelathe District Boy Scouts Heart of American Council);
- Proclamation for "Public Health Week" (Dan Partridge)
- Consider approval of the minutes for November 8, November 15, November 16 (canvass), December 6, December 13 and December 20, 2017; January 3, January 24, January 31, February 7, February 14, and February 21.

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of Agreement No. 48-18 with KDOT, Construction Engineering services for KDOT Project No. 23 C-4857-01 Roadside safety improvements and pavement rehabilitation Of Route 458 from E 1800 Rd to E 2000 Rd; DGCO Project No. 2015-17 (Keith Browning);
- (c) Acknowledge receipt of reporting of State Forfeitures per K.S.S. 60-4117(d)(2) (Ken McGovern);
- (d) Consider approval of real property disaster relief pursuant to K.S.A. 79-1613 (Steve Miles);
- (e) Consider approval of a Township Treasure's Bonds Resolution to determine a bond amount for townships (Brooke Sauer)
- (e) Consider approval of authority to award contract for Route 458 improvements from E1800 Road to E 2000 Road, KDOT Project No. 23 C-4857-01, DGCO Project No. 2015-17 (Keith Browning); and
- (f) Approve request for real property relief pursuant to K.S.A. 79-1613 for property located at 2901 Atchison Circle, Lawrence, Kansas (Steve Miles)

REGULAR AGENDA:

- (2) Receive the Public Incentives Review Committee (PIRC) recommendation and consider Hillary's (DEW—Drink Eat Well) request for an expansion assistance grant, to be funded equally from the City, County, and The Chamber/Economic Development Corporation (EDC) of Lawrence, Kansas. (Lydia Butler/Britt Crum-Cano)
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **JAAA Advisory Council (2) position**
- (g) **JAAA Board of Directors (1) position**
- (h) **Fire District No. 1 (1) position**
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- (4) Consider approval of a TBU (temporary business use) application from Tower Associates, property owner Marvin Strong, MNL Farms, for temporary installment of a SoDAR Unit to collect meteorological data located at SW/4 of Sec 3, Twp 15, R 19, generally located 220 E 1100 Rd. (Tonya Voigt/Sean Reid)
- (5) Consider request to amend the policy to have a beer garden at the Douglas County fair (Margaret Kalb)-No backup
- (6) Adjourn

WEDNESDAY, APRIL 4, 2018

4 p.m.

- Proclamation recognizing the "2018 Recipients of the Youth Entrepreneurship Challenge" (Mike Bosch)
- Proclamation for Recognition for National Service Day and recognizing AmeriCorps members (Linda Brandenburger)
- Proclamation for "Public Health Week" (Dan Partridge)
- Proclamation for "Sexual Assault awareness Month" (Rachel Gadd-Nelson)
- Approve Lawrence-Douglas County Metropolitan Planning Commission amended bylaws as approved by the Lawrence-Douglas County Metropolitan Planning Commission by a 9-0 vote on February 21, 2018.

WEDNESDAY, APRIL 11, 2018

WEDNESDAY, APRIL 18, 2018

- Approval of 2018-2019 health insurance plan (Sarah Plinsky)

WEDNESDAY, APRIL 25, 2018 -4 p.m. only

***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.*



Office of the County Commission

P R O C L A M A T I O N
CHILD ABUSE PREVENTION MONTH
APRIL 2018

WHEREAS, children are key to the county's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse and neglect can be prevented by supporting and strengthening families in Douglas County, Kansas through the 5 Protective Factors: 1. Nurturing and Attachment, 2. Knowledge of Child/Youth Development, 3. Parental Resilience, 4. Social Connections and 5. Concrete Supports for Parents; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing safe, stable and nurturing relationships for our children, free of violence, bullying, abuse and neglect, we can ensure that the county's children will grow to their full potential as the next generation of leaders, helping to secure the future of this county, state and nation.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim April 2018 as "Child Abuse Prevention Month."

ADOPTED this 28th day of March, 2018

*BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS*

Nancy Thellman, Chairman

Michelle Derusseau

Mike Gaughan



Office of the County Commission

P R O C L A M A T I O N

**31th ANNIVERSARY OF PELATHE DISTRICT BOYS SCOUTS
SCOUTING FOR FOOD**

APRIL 2018

WHEREAS, the Boy Scouts of American in Douglas County, Kansas began in 1910; and

WHEREAS, the Boy Scouts of America, Pelathe District, has held an annual Scouting for Food drive with The Salvation Army of Douglas County as a community service to feed those in need in our community for 31 years; and

WHEREAS, the Pelathe District Boy Scouts will continue to faithfully conduct an annual Scouting for Food Drive to benefit those in need in Douglas County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim April 2018 as the:

“31th ANNIVERSARY OF PELATHE DISTRICT BOY SCOUTS, SCOUTING FOOD”

in the Douglas County and encourages everyone to consider the needs of those experiencing hunger, regardless of place of residence, abilities, or socioeconomic status, not only during the annual Scouting For Food Drive, but throughout the entire year.

ADOPTED this 28th day of May, 2018

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

Nancy Thellman, Chairman

Michelle Derousseau

Mike Gaughan



Office of the County Commission

P R O C L A M A T I O N

PUBLIC HEALTH WEEK IN DOUGLAS COUNTY

APRIL 2-8, 2018

WHEREAS, Good health and quality of life for everyone in Douglas County is an important goal for our community; and

WHEREAS, The role of public health is to protect promote and restore the public's health; and

WHEREAS, The health of our community depends on many factors – such as individual health behaviors, education, jobs, quality of health care and the environment; and

WHEREAS, National Public Health Week provides the focused opportunity for the public to learn about our communities public health concerns and success stories; and

WHEREAS, Action by community leaders to implement policy changes that promote the community health plan goals of healthy eating, active living, reduced poverty, improved access to health care and mental health care will make our community a healthier place to live for current and future generations.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim the week of April 2-8, 2018 as

“PUBLIC HEALTH WEEK”

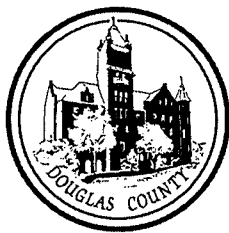
ADOPTED this 28th day of March, 2018.

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

Nancy Thellman, Chairman

Michelle Derusseau

Mike Gaughan



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 14, 2018

Re : Consent Agenda approval of Agreement No. 48-18 with KDOT
Construction Engineering services for KDOT Project No. 23 C-4857-01
Roadside safety improvements and pavement rehabilitation
Route 458 from E 1800 Rd to E 2000 Rd
DGCO Project No. 2015-17

Attached are two original copies of an agreement with KDOT under which this department would provide construction engineering (inspection) services for the project to improve roadside safety and rehabilitate the pavement on Route 458 from E 1800 Road to E 2000 Road. The project is currently scheduled for a KDOT bid opening on March 21, 2018. Construction will begin in late-May or June 2018.

You will recall we are receiving High Risk Rural Roads (HRRR) federal funding that covers 90% of construction costs for the roadside improvements portion of the project. In addition to roadside safety improvements, the project will include pavement rehabilitation work for which HRRR federal funding is non-participating.

The agreement stipulates the scope of services this department will provide. Since this is a federal-aid project let by KDOT, an authorized representative of KDOT will be designated as the Field Engineer. This department will designate a Project Engineer/Project Manager and other inspection personnel to perform the day-to-day construction inspection services.

Action Required: Consent Agenda approval of Agreement No. 48-18 with KDOT providing for Public Works department personnel to perform construction inspection services for Project No. 23 C-4857-01, roadside safety improvements and pavement rehabilitation on Route 458 from E 1800 Road to E 2000 Road. The BOCC should sign two original copies of the agreement.

**COUNTY'S
ORIGINAL**

Agreement No. 48-18

**CONTRACT FOR
FEDERAL-AID ROAD CONSTRUCTION
ENGINEERING BY COUNTY
(COUNTY – NON FEDERAL-AID AGREEMENT)**

**PROJECT NO. 23 C-4857-01
DOUGLAS COUNTY**

THIS AGREEMENT entered into and is effective the date signed by the Secretary or designee, by and between Douglas County, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary," acts as agent for the LPA pursuant to authority vested in the Parties hereto by virtue of K.S.A. 68-402b and K.S.A. 68-401 et seq. and an Agreement between Parties dated August 30, 2016. The LPA and the Secretary are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Secretary pursuant to federal and state law authorizes said LPA to perform certain construction engineering work on the above noted Project consisting of 2.013 miles of Roadside Improvements, located on Route 458 from E1800 Road to East 2000 Road, and

WHEREAS, in the execution of this Agreement, the LPA certifies it has now available sufficient equipment of suitable type and the necessary employees adequately trained to perform the work required under this Agreement in an economical and workmanlike manner, and the LPA further certifies the use of the forces and equipment required for the performance of this work will not interfere with other work which is necessary to be performed by such forces and equipment on other roads in the LPA, and

WHEREAS, the approved plans and specifications for said Project are available in the KDOT Headquarters in Topeka, and

WHEREAS, the LPA and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

NOW, THEREFORE, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. DEFINITIONS

- (1) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives.
- (2) The term "LPA" shall mean ^{Douglas}~~Johnson~~ County and its authorized employees.

- (3) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (4) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the construction contract.
- (5) The term "Specifications" shall mean the current Standard Specifications for Road and Bridge Construction of KDOT, as incorporated in the construction contract specifications and supplementals thereto.
- (6) The term "Construction Contract Proposal" shall mean the offer of the bidder or contractor, on the Project, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- (7) The term "Special Provisions" shall mean the directions or requirements peculiar to a Project and not otherwise thoroughly or satisfactorily included in the Specifications, and which are contained in the Construction Contract Proposal.
- (8) The term "Plans" shall mean the approved plan, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.
- (9) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions and Plans, as defined above.
- (10) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual and all other publications of data and information produced by the KDOT for the instruction of its employees and furnished in bound or collected form.
- (11) The term "Field Engineer" shall for the administrative control of this Agreement be considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

B. GENERAL RESPONSIBILITIES AND DUTIES

- (1) The LPA shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more detailed in Special Attachment - Specific Construction Provisions.
- (2) The LPA will require all personnel comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.

- (3) The LPA shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the work.
- (4) The work under this Agreement shall at all times be subject to the review and approval of KDOT and shall be under the direction and control of its authorized representative.
- (4) The LPA's principal contact with KDOT shall be through the construction field office.
- (5) The work under this Agreement shall comply with all applicable federal and state laws and regulations.
- (6) The FHWA shall have the right to participate in all conferences and reviews.
- (7) Compliance with all of the foregoing shall be considered to be within the purview of this Agreement.

C. CONTROL AND AUTHORITY

- (1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the "Field Engineer."
- (2) The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of all work performed under this Agreement and all construction activities performed under the Contract Documents.
- (3) The LPA will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The LPA may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of these Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, he shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
- (4) The Project Engineer/Project Manager shall serve as field supervisor of all LPA personnel and services performed under this Agreement, and to act as liaison between the LPA and the KDOT.

- (5) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate Project related activity with the Construction Engineer/Construction Coordinator.
- (6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.
- (7) In the event of a controversy the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action.

In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

D. AGENCY COORDINATION AND COOPERATION

- (1) Contact and coordination with all affected local, state and federal agencies, including the FHWA; private consultants and contractors; the general public; utilities and railroad companies shall be the responsibility of KDOT.
- (2) The LPA shall cooperate fully with KDOT; and with local, state and federal agencies including the FHWA, private consultants and contractors, the general public, utilities, and railroad companies, and private consultants and contractors when so directed by KDOT. Such cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

- (1) Conferences, as may be necessary for the discussion and review of the services under this Agreement, shall be scheduled between the LPA and KDOT. These conferences may include field review of the Project.
- (2) Conferences may be held upon the request of the LPA or KDOT.

II. PROSECUTION AND PROGRESS

A. GENERAL

- (1) Written authority to proceed with the work on any construction Project under this Agreement will be given by KDOT to the LPA. KDOT will not be responsible for any work performed by the LPA prior to such authorization.

- (2) Work under this Agreement will commence with attendance at a formal Construction Conference by the LPA and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and the LPA's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the LPA of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the LPA, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The LPA shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.
- (4) The LPA shall have KDOT Certified Project Inspector(s) of the appropriate classification on the project or plant site at all times when work which requires inspection is being performed. The inability of the LPA to provide appropriately certified inspectors for a Project, may at the Secretary's discretion, give cause for termination of this Agreement.
- (5) The Agreement shall be considered completed upon final payment, and notice of written release from KDOT therefore unless previously terminated as provided in Section II B, Termination of Agreements.
- (6) Should KDOT deem it necessary for the LPA to render additional services for review of contract items, conditions, claims or litigation matters after completion of the Agreement, the LPA agrees to cooperate and render such requested services.
- (7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the LPA. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and LPA's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the LPA of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the LPA's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

B. TERMINATION OF AGREEMENTS

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the LPA. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The LPA may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) The work of the LPA may be terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the LPA.

C. SUBLETTING OR ASSIGNMENT OF CONTRACT

- (1) The LPA shall not sublet or assign, outside of the LPA's departments, all or any part of the work under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the LPA of any responsibility for the fulfillment of the Agreement.
- (2) All the applicable terms of this Agreement remain in force and are a condition to any work approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

III. BASIS OF PAYMENT

A. GENERAL

- (1) For the completed and approved (by KDOT District) work or services rendered under this Agreement, the LPA will not request any reimbursement of costs from KDOT.

IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK

- (1) Written orders regarding the work will be given by KDOT. Orders that do not change the scope of work in the Agreement, but increase or decrease the quantity of labor or materials or the expense of the work, shall not annul or void this Agreement.
- (2) The LPA must proceed with the work as directed by furnishing the necessary labor, equipment, materials and professional services to complete the work within the time limits specified in schedules or as adjusted by agreement of the Parties.

V. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING STANDARDS

- (1) All work under this Agreement shall be performed in accordance with the current standard practices of KDOT as contained in the Specifications, Special Provisions, Manuals, guides and written instructions of KDOT.
- (2) No variations will be permitted except by written order from KDOT.

B. REVISION OF SPECIFICATIONS AND PLANS

- (1) KDOT may, by written notice and without invalidating this Agreement, require changes in the Specifications, Construction Contract Plans or Special Provisions resulting in the revision or abandonment of work already performed by the LPA or resulting in work by the LPA not contemplated in the Agreement.

C. OWNERSHIP OF DOCUMENTS

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all plans, Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the LPA by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared the LPA in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
- (2) Documents collected or prepared by the LPA in the performance of this contract may be used without restriction by KDOT for any public purpose. Any such use shall be without compensation to the LPA.

D. CONTINGENT FEES

- (1) The LPA warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the LPA to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty KDOT shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

- (1) It is also understood and agreed the Project plans, Specifications, Special Provisions, and Construction Contract Proposal (as available), and the Agreement Estimate and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. LEGAL RELATIONS

- (1) The LPA shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The LPA shall be responsible for any and all damages to property or persons arising out of an errors, omissions and/or negligent acts in the LPA's performance of work under this Agreement.

G. WORKER'S COMPENSATION

- (1) The LPA will elect to come within the provisions of the Worker's Compensation Act (K.S.A. 44-505) for all work to be done on said Project and will provide such Worker's Compensation Insurance as shall be required by the Commissioner of Worker's Compensation.

H. ERRORS AND OMISSIONS

- (1) The LPA shall be responsible for the accuracy of the work performed by the LPA under the Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The LPA shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The LPA shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

I. CONFLICT OF INTEREST

- (1) The LPA warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement.
- (2) The LPA will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

J. HOLD HARMLESS CLAUSE

- (1) To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the LPA will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, or subcontractors. The LPA shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

K. BINDING AGREEMENT

- (1) It is further understood this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMEND FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

Douglas County Engineer

Chairperson of Board
of County Commissioners

ATTEST:

Commission Member

Douglas County Clerk

Commission Member

Kansas Department of Transportation
Secretary of Transportation

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

INDEX OF ATTACHMENTS

- | | |
|----------------------------|--------------------------------------|
| 1. Special Attachment No.1 | Specific Construction Provisions |
| 2. Special Attachment No.2 | Listing of KDOT Certified Inspectors |
| 3. Special Attachment No.3 | Civil Rights Attachments |

SPECIAL ATTACHMENT NO. 1

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The LPA agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of the Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office.
- (3) Assign a sufficient number of KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field work under the Agreement.
- (5) Perform the LPA's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the LPA's work, and to check or test it prior to use on the Project.
- (7) Provide for LPA personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with Contract Documents until any questions at issue can be referred to and decided by the KDOT Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and record's as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. State of contract time
- l. Other records and reports as required by the Project

Review or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, and as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the LPA in the performance of the Agreement, upon completion or termination of the Agreement.
- (10) Return, upon completion or termination of the Agreement, all Manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The LPA shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (11) Prepare and submit a certification of Project completion.
- (12) Prepare and deliver (when Project is complete) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
 - a. Earthwork and Culverts
 1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control
 - b. Bridges
 1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
 - a. Make available to the LPA sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the LPA to perform the work under this Agreement, for the Project to the same standards required of the KDOT's personnel.

- b. Provide for the use of the LPA a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the LPA to perform the work under this Agreement to the same standards required of the KDOT'S personnel.
 - c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the LPA until completion of the construction work.
 - d. Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
 - e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
 - f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
 - g. Provide, through the Field Engineer and the District staff, such assistance and guidance to the LPA as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.
- (2) The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

- A. It is anticipated work under the construction contract will start in 2018, and be completed by 2018.
- B. The LPA shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the LPA's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

III. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for the KDOT will be Ms. Michelle Anschutz, P.E., whose work address is 101 SW Gage Boulevard, Topeka, Kansas 66606 and work telephone is 785-296-3986.
- (2) The Project Engineer/Project Manager for the LPA will be Mr. Nolan Packard, Certification Number 1896 (expiration date is 11/21/2019), whose work address is 3755 East 25th Street Street, Lawrence, Kansas 66046 and work telephone is 785-832-5293.
- (3) The Chief Inspector for the LPA will be Mr. Nolan Packard, Certification Number 1896 (expiration date is 11/21/2019), whose work address is 3755 East 25th Street Street, Lawrence, Kansas 66046 and work telephone is 785-832-5293.

Updated: ##### 08:41 AM

The following list of personnel are available to perform the work on Project 23 C 4857-01 when required.

[illegible]

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



LAW ENFORCEMENT CENTER
111 E. 11TH STREET
LAWRENCE, KS 66044-2990
PHONE: (785) 841-0007
FAX: (785) 841-5168

KENNETH M. MCGOVERN
SHERIFF

CORRECTIONS FACILITY
3601 E. 25TH STREET
LAWRENCE, KS 66046-5616
PHONE: (785) 830-1000
FAX: (785) 830-1085

JAMES J. MARTIN, JR
UNDERSHERIFF

GARY L. BUNTING
UNDERSHERIFF

MEMORANDUM

February 28, 2018

TO: The Board of County Commissioners

From: Kenneth M. McGovern, Sheriff

A handwritten signature in black ink, appearing to be "K. McGovern", is written over the name in the "From:" line.

Ref: Reporting of *State* Forfeitures per K.S.A. 60-4117(d)(2)

This memorandum is to notify the Board of County Commissioners, per K.S.A. 60-4117(d)(2) that the Douglas County Sheriff's Office (DGSO) and the Lawrence-Douglas County Drug Enforcement Unit (DEU) received the following *state forfeiture funds* in the year 2017.

<i>Deposited:</i>	<i>Case #:</i>	<i>Total Amount:</i>	<i>DGSO Share All Costs:</i>	<i>DEU's Share after All Costs:</i>
08/16/2017	DU-16-000076	\$4,900.00	\$890.75	\$1,113.43
11/17/2017	DU-16-000077	\$33,500.00	\$6,590.60	\$8,238.24
<i>Total Awarded:</i>		<i>\$38,400.00</i>	<i>\$7,481.35</i>	<i>\$9,351.67</i>



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 206
Lawrence, KS 66044-3064
(785) 330-2863 Fax (785) 838-2480
www.douglas-county.com

Brooke Sauer
Budget Technician

MEMORANDUM

TO: Craig Weinaug, County Administrator
Sarah Plinsky, Asst. County Administrator

FROM: Brooke Sauer, Budget Technician
Marni Penrod, Chief Deputy County Clerk
Heather Dill, Deputy County Clerk Elections

Date: February 13, 2018

RE: Township Treasurer's Bonds

Per K.S.A. 80-203, the Treasurer for each township is required to execute a bond to the State of Kansas in an amount determined by the Board of County Commissioners. After much research we are unable to find an existing resolution that sets the amount of the Treasurer's bonds for each township in Douglas County. The Clerk's office sent a request to three neighboring counties of similar size and township set up and each County set the amounts of the Treasurer's bond in a different way. See below:

Jefferson County – Bond amount shall be not less than the amount of money such person will be responsible for at any one time. Res 2006-12

Shawnee County – Treasurer's bond amounts range from 2,500 to 30,000. Res 84-161

Riley County – Each township Treasurer shall be bonded for a minimal amount equal to one-third of the township budget.

We suggest that Douglas County set the bond amount in a similar fashion as Riley County. A proposed resolution follows this memo.

As for the procedure we suggest: Each year, when township officials come in to review and establish their budget, the Township Treasurer's bond amount and term will be reviewed with the Budget staff.

Township Treasurer's Bond

A Resolution establishing the amount of surety bonds required per K.S.A. 80-203 for Douglas County Township Treasurer's.

WHEREAS, the provisions of K.S.A. 80-203 state that the Board of County Commissioners shall determine an amount for a surety bond issued by a surety company authorized to do business in the state of Kansas,

WHEREAS, the bond shall be renewed each year, based on the budget established by the Township.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Douglas County, Kansas, in regular meeting duly assembled this _____ day of _____, 20____ that Township Treasurers shall be bonded for a minimal amount equal to one-third of the Township budget.

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

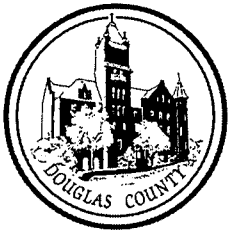
Nancy Thellman, Chair

ATTEST:

Mike Gaughan, Commissioner

Jameson D. Shew, County Clerk

Michelle Derusseau, Commissioner



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : March 22, 2018

Re : Consent Agenda approval of Authority to Award Contract
Route 458 improvements from E 1800 Rd to E 2000 Rd
KDOT Project No. 23 C-4857-01
DGCO Project No. 2015-17

KDOT opened bids for the referenced project on March 21. The low bid was \$1,331,801.00 from Bettis Asphalt & Construction, Inc. You will recall we are receiving High Risk Rural Roads federal funding to cover 90% of the costs of roadside safety improvements for this project. Douglas County is responsible for 100% of the costs for the pavement rehabilitation portion of the project.

In order to forward with the project, KDOT requires Douglas County to sign DOT Form 1309, Authority to Award Contract and Commitment of County Funds. By signing the form, the BOCC pledges local matching funds in the amount of \$582,000 will be remitted to KDOT by May 10, 2018.

Adequate funds are included in the CIP for this project.

Action Required: Consent Agenda approval of DOT Form 1309, Authority to Award Contract, Commitment of County Funds for Project No. 23 C-4857-01, roadside safety improvements and pavement rehabilitation on Route 458 from E 1800 Road to E 2000 Road.

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF COUNTY FUNDS**

March 22, 2018

2 Copies to County
Project Number: 023 C-4857-01
C485(701)

WHEREAS bids were received at Topeka, Kansas on 03/21/2018 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
BETTIS ASPHALT & CONSTRUCTION INC PO BOX 1694 TOPEKA, KS 66601-1694	Route 458 from E1800 Rd to E 2000 Rd	\$1,334,282

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

An estimated 20% of the combination of bid plus 10% for construction engineering and contingencies = \$582,000.

BE IT FURTHER RESOLVED that County funds in the amount of \$582,000 which are required for the matching of Federal Funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 05/10/2018 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City/County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and or/regulations required for completion.

Adopted this ____ day of _____, _____, at _____, Kansas.

Recommended for Approval:



County Engineer/Road Supervisor

_____, Chairman

Attest:

(Seal)

_____, Member

_____, Member

County Clerk

INVOICE

Keep for your Records

Due On Or Before 05/10/2018

PRELIMINARY STATEMENT OF COST

023 C-4857-01

C485(701)

Route 458 from E1800 Rd to E 2000 Rd

Construction and CE Breakdown	
Actual Bid	\$1,331,891
Water (for grading)	\$2,391
Sub-Total Actual Bid Amount	\$1,334,282
LPA CE Contract	\$0
Sub-Total Construction and CE	\$1,334,282
Federal-aid Non-Participating Const. Costs	\$497,548
Federal-aid Non-Participating CE	\$0
PE Costs	\$0
Railroad Costs	\$0
ROW Costs	\$0
Utility Costs	\$0
Federal Participating Const. & CE	\$836,734
Total Project Costs	\$1,334,282

CE Breakdown	
Total LPA CE	\$0
Federal Non-Participating CE	\$0
Federal Participating CE	\$0
County Participating CE	\$0
90% Federal Funds	\$0
10% County Funds	\$0
CE Paid by KDOT	\$0

Federal/County Participation Breakdown	
Total Const. and CE	\$836,734
90% Federal Funds	\$753,060
10% County Funds	\$83,673
CE Paid by KDOT	\$0
Non-Part paid by County	\$497,548
Total Project Costs	\$1,334,282

Totals				
	County Funds	Federal Funds	State Funds	Total Funds
Non-Participating Construction	\$ 497,548	\$ -	\$ -	\$ 497,548
Non-Participating CE	\$ -	\$ -	\$ -	\$ -
90% Federal Funds	\$ -	\$ 753,060	\$ -	\$ 753,060
10% County Funds	\$ 83,673	\$ -	\$ -	\$ 83,673
Total	\$ 581,221	\$ 753,060	\$ -	\$ 1,334,282

Amount to Bill County (Rounded up)	\$582,000
---	------------------

Key
KDOT - Kansas Dept. of Transportation
LPA - Local Public Authority
CE- Construction Engineering (Inspection)
Const. - Construction

Memo

To: Douglas County Commissioners: Nancy Thellman, Mike Gaughan, Michelle Derusseau
From: Steven Miles
cc: Crag Weinaug, County Administrator
Date: March 14, 2018
Re: Real Property Relief pursuant to K.S.A. 79-1613

The Kansas Legislature made a change to K.S.A. 79-1613 that became effective July 1, 2014 whereby anyone who has experienced a substantial loss due to a natural disaster such as an earthquake, flood, tornado, fire or storm may make application to the board of county commissioners for an abatement or credit of property taxes levied against such property. Due to the wording of this change in the statute, it has been misconstrued until the meaning was clarified by the Property Valuation Division of the Kansas Department of Revenue.

Recently, a request has been made for an abatement or credit of taxes pursuant to K.S.A. 79-1613 – “Homestead destroyed by natural disaster; abatement of tax” – by Kathleen V. Ammel.

The subject property is PIN 023-111-11-0-30-09-002.00-0, situs address 2901 Atchison Circle, Lawrence, KS 66047. It was substantially destroyed by a fire on November 23, 2017.

The property was valued by the Douglas County Appraiser for the tax year 2017 at \$233,900 and \$3,632.38 in taxes were levied on the property in November 2017.

Currently, very little work has taken place to restore the property to its previous condition. An itemized list of the damage from Frontier Restoration lists the depreciated total at \$197,940.33. The homeowner's insurance company, Nationwide Affinity Insurance Company of America, has estimated the claim to be \$216,258.83.

K.S.A. 79-1613 states (1) “Destroyed or substantially destroyed” means damage of any origin sustained by a homestead as the direct result of: (A) an earthquake, flood, tornado, fire or storm; or (B) an event or occurrence which the governor of the state of Kansas has declared a disaster, whereby the cost of restoring the structure to its before damaged condition would equal or **exceed 50% of the market value of the structure** before the damage occurred. (emphasis added).

(2) “Homestead” means the dwelling, or any part thereof, ..., which is occupied as a residence by the household and so much of the land surrounding it, as defined as a home site for ad valorem tax purposes,...

The statute goes on to indicate in section (d) that a determination may be made by the board of county commissioners that an owner is entitled to an abatement of **all or any portion** (emphasis added) of the property taxes.

The facts and documentation presented in the application indicate that the restoration cost would exceed 50% of the market value of the structure and the land directly associated with the dwelling.

Because the fire event occurred on November 23, 2017, it would be proper to pro-rate the relief granted. Therefore, I have indicated in the Appraiser's Determination document such a scenario. I have determined that the value would be reduced to \$53,130 in its damaged condition and needing updated and repaired by either the present owners or a new owner. Therefore, the owners would be entitled to an abatement or credit of \$295.96 after proration.

Respectfully submitted by Steven Miles, Douglas County Appraiser

Attachments: K.S.A. 79-1613, Appraiser's Determination report

**APPRAISER'S DETERMINATION OF NEW MARKET VALUE
FOR DESTROYED PROPERTY**

PIN: 023-111-11-0-30-09-002.00-0

Date of Destruction: 11/23/2017

1. Appraised value of property prior to destruction	<u>\$233,900</u>
2. Fair market value of remaining property (after)	<u>\$53,130</u>
3. Total amount of reduction (line 1 - line 2)	<u>\$180,770</u>
4. Appraised value for the year of destruction (same as line 2)	<u>\$53,130</u>

I hereby certify my determination of the appraised value for the tax year is as shown on line 4. The tax year is the year in which the destruction occurred.

March 8, 2018

Date

SM

Appraiser

March 14, 2018

Date sent to Owner

Notice to Owner

If you disagree with the appraiser's determination of value, you must appeal the amount of reduction to the county commission.

**TREASURER'S CALCULATION FOR AMOUNT OF TAXES TO BE
ABATED OR CREDITED FOR THE YEAR OF DESTRUCTION**

(Does not apply to property damaged or destroyed voluntarily)

5. Total amount of reduction in value (line 3)	<u>\$180,770</u>
a. Level of assessment	<u>11.50%</u>
b. Assessed Value of reduction (line 5 X line 5a)	<u>\$20,789</u>
c. Mill levy (per \$1,000 of assessed value) in tax year destruction occurred	<u>136.747</u>
6. Amount of tax on value reduction ((line 5b X line 5c)/1,000)	<u>\$2,842.77</u>
7. Daily rate of tax on value reduction (line 6 / 365 days)	<u>\$7.79</u>
8. Number of days remaining in the tax year	<u>38</u>
9. Amount of abatement or credit (line 7 X line 8)	<u>\$295.96</u>

79-1613. Homestead destroyed or substantially destroyed by natural disaster; abatement of tax. (a) As used in this section:

(1) "Destroyed or substantially destroyed" means damage of any origin sustained by a homestead as the direct result of: (A) An earthquake, flood, tornado, fire or storm; or (B) an event or occurrence which the governor of the state of Kansas has declared a disaster, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

(2) "Homestead" means the dwelling, or any part thereof, whether owned or rented, which is occupied as a residence by the household and so much of the land surrounding it, as defined as a home site for ad valorem tax purposes, and may consist of a part of a multi-dwelling or multi-purpose building and a part of the land upon which it is built or a manufactured home or mobile home and the land upon which it is situated. "Owned" includes a vendee in possession under a land contract, a life tenant, a beneficiary under a trust and one or more joint tenants or tenants in common.

(3) "Public or private buyout" means any buyout from a local, state or federal governmental entity or any nongovernmental entity, including, but not limited to, an individual, foundation, trust, association, corporation, limited liability company or partnership.

(b) The owner of any homestead listed and assessed for property taxation purposes which was destroyed or substantially destroyed due to an earthquake, flood, tornado, fire, storm, or other event or occurrence which the governor of the state of Kansas has declared a disaster may make application to the board of county commissioners of the county in which such property is located for the abatement of property taxes levied upon such homestead or for a credit against property taxes payable by such owner, as permitted by this section.

(1) If such homestead has been so destroyed or substantially destroyed after January 1 of a particular year but prior to August 15 of such year, the owner of such homestead may make application to such board of county commissioners for the abatement of property taxes levied upon such homestead, or if such property taxes have been paid or partially paid, may make application for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(2) If such homestead has been so destroyed or substantially destroyed on or after August 15 of a particular year but prior to January 1 of the next succeeding year, the owner of such homestead may make application to such board of county commissioners for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(c) An application for relief as permitted by subsection (b) may be made for abatement of property taxes assessed but not yet paid, or for a grant of a credit for assessed property taxes paid or for both, as the case may be, and may be made on or before December 20 of the year next succeeding the year for which such taxes have been assessed.

(d) Upon receipt of any such application, subject to budgetary restraints of the county or taxing subdivision arising from the event or occurrence declared a disaster by the governor, the board of county commissioners shall inquire into and make findings regarding, among other things, whether the property is a homestead, as defined in subsection (a), whether the homestead was destroyed or substantially destroyed, as defined in subsection (a) and the assessed valuation thereof. If it is determined that an owner of such homestead is entitled to an abatement of all or any portion of the property taxes levied against such homestead or is entitled to a credit against property taxes payable by such owner in any or all of the next succeeding three years, the board may issue an order so providing.

(e) The county clerk and county treasurer shall in each case of abatement or credit correct their records in accordance therewith and the county clerk shall notify the governing body of any taxing district affected thereby.

(f) The provisions of this section shall be applicable to all taxable years commencing after December 31, 2011, and all taxable years thereafter.

History: L. 2013, ch. 135, § 8; L. 2014, ch. 81, § 3; July 1.

http://www.ksrevisor.org/statutes/chapters/ch79/079_016_0013.html 8/2/2017

REAL PROPERTY RELIEF APPLICATION

2017 TAX YEAR

RETURN TO:

DOUGLAS COUNTY APPRAISER'S OFFICE

1100 MASS ST STE 1

LAWRENCE KS 66044

OFFICE #785-832-5133

RECEIVED

FEB 7 2018

*Douglas County
Appraisers Office*

(K.S.A. 2016 Supp. 79-1613)

The following property owner(s) are making application to the county commissioners for property tax abatement, all or partial, or a credit against property taxes payable by the applicant over the next three (3) years. The county commissioners may issue an order granting relief, if any, subject to budgetary restraints of the county or taxing subdivision arising from the destructive event.

Information on Property

Owner of Record (please print): Kathleen V. Ammel

Taxpayer - if different than owner (please print): _____

Date Damage Occurred (month/day/year): 11/23/2017

Location of Property Destroyed (Property address / parcel i.d. / ref number):

2901 Atchison Circle - Parcel ID: 023-111-11-0-30-09-002-00-0

Mailing Address (please print):

2901 Atchison Circle, Lawrence, KS 66047

Daytime telephone number: 785-727-9759

Other telephone number: 785-242-7300

Information on Loss

Select Homestead Type:

- ☒ Single Family
- ☐ Multi-family
- ☐ Manufactured (Mobile) Home
- ☐ Multi-Purpose Residential

Loss Type:

Was this event declared a disaster by the governor of Kansas?

☐ YES

☒ NO

If NO above, select the cause of damage (must be one of the following):

- ☐ Earthquake
- ☒ Fire
- ☐ Flood
- ☐ Storm
- ☐ Tornado

Include Following with Application:

1. Written estimate of repairs or rebuilding costs by a licensed contractor or construction engineer.
2. Deed of ownership (available at Register of Deeds Office), a copy of contract if buying on contract or title of manufactured home
3. Photos documenting the damage or destruction.

Sign and Date:

Applicant Signature: _____

Date: 12/11/17

L0705117
CAPITAL TITLE INSURANCE COMPANY, LC
4821 W. 6th Street, Suite O
Lawrence, Kansas 66049



15-250
Douglas County Register of Deeds
Book: 1023 Page: 3347

Receipt #: 374964
Pages Recorded: 1
Casher Initials: rec
Authorized By: Kay Ronnell
Recording Fee: \$8.00
Date Recorded: 6/5/2007 3:59:56 PM



KANSAS WARRANTY DEED (Kansas Statutory Form)

Grantor: **Glen Lemesany and Resa Lemesany, husband and wife**

For One Dollar and other valuable considerations conveys and warrants to

Grantee: **Kathleen Ammel**

the following described real estate:

Lot Four (4), in Block Two (2), Prairie Meadows No. 16, an addition to the City of Lawrence, Douglas County, Kansas.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever; the said party(ies) of the first part hereby covenanting that he/she/they lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim; and that he/she/they will warrant and defend the title to the said premises unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party(ies) of the first part has/have hereunto set his/her/their hand(s) and seal on this 4 day of June, 2007.

Glen Lemesany
Glen Lemesany

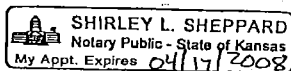
Resa Lemesany
Resa Lemesany

STATE OF KANSAS)

COUNTY OF DOUGLAS)

On this 4 day of June, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glen Lemesany and Resa Lemesany to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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



Shirley L. Sheppard

Notary Public

Entered in Transfer Record in my office this
6th day of June, A.D. 2007
[Signature] County Clerk

DGCAMA Property Record Card

Parcel ID: 023-111-11-0-30-09-002.00-0

Quick Ref: R27545

Tax Year: 2017

Run Date: 12/7/2017 9:31:29 AM

OWNER NAME AND MAILING ADDRESS

AMMEL KATHLEEN

2901 ATCHISON CIR
LAWRENCE, KS 66047-3950

PROPERTY SITUS ADDRESS

2901 ATCHISON CIR
KS

LAND BASED CLASSIFICATION SYSTEM

Function: 1101 Single family re: Sfx:
Activity: 1100 Household activities
Ownership: 1100 Private-fee simple
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning: RS7
Neighborhood: 636.0 636.0
Economic Adj. Factor:
Map / Routing: / U16391G
Tax Unit Group: 000041-000041

TRACT DESCRIPTION

PRAIRIE MEADOWS NO 16 BLK 2 LT 4 1 38 X
130.1(l)

Image Date: 08/05/2005

PROPERTY FACTORS

Topography: Level - 1
Utilities: All Underground
Access: Paved Road
Fronting: Residential Street
Location: Neighborhood or Spot
Parking Type: On and Off Street
Parking Quantity: Adequate
Parking Proximity: On Site
Parking Covered:
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
12/21/2016	8:05 AM	FR	FR	371		
12/30/2015	10:00 AM	FR	FR	371		
01/01/2015	12:00 PM	FR	FR	Mercoer, Caralane		

SALES INFORMATION

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
06/04/2007	2	225,000	7	0	Warranty Deed	050017
06/01/2000	2	165,900	8	0		029130
07/01/1992	2	76,900	8	8		006350

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
999	374	FIRE	11/23/2017	O	

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
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2017 APPRAISED VALUE

Cls	Land	Building	Total
R	40,000	193,900	233,900
Total	40,000	193,900	233,900

2016 APPRAISED VALUE

Cls	Land	Building	Total
R	40,020	195,380	235,400
Total	40,020	195,380	235,400

PARCEL COMMENTS

Prop-NC: List Price; Prop-Com: LP- \$217,500 4-05 (205,000)

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Sqft	1-Primary Site	12,585											6.05	10,000.00	4.00	0.00	0.00	40,000

Total Market Land Value 40,000

DGCAMA Property Record Card

Parcel ID: 023-111-11-0-30-09-002.00-0

Quick Ref: R27545

Tax Year: 2017

Run Date: 12/7/2017 9:31:29 AM

DWELLING INFORMATION

Res Type: 1-Single-family Residence

Quality: 3.67-Good-

Year Blt: 1991 Est:

Eff Year:

MS Style: 5-1 1/2 Story Finished

LBCS Struct: 1110-Detached SFR unit

No. of Units:

Total Living Area:

Calculated Area: 1,813

Main Floor Living Area: 1,036

Upper Floor Living Area Pct: 75

CDU: AV+

Phys/Func/Econ: AV / /

Ovr Pct Gd/Rsn:

Remodel:

Percent Complete:

Assessment Class:

MU CIs/Pct:

COMP SALES INFORMATION

Arch Style: 04-Conventional

Bsmt Type: 4-Full

Total Rooms: 10 Bedrooms: 4

Family Rooms: 1

Full Baths: 2 Half Baths: 1

Garage Cap: 2

Foundation: Concrete - 2

IMPROVEMENT COST SUMMARY

Dwelling RCN: 262,560

Percent Good: 78

Mkt Adj: 100 Eco Adj: 100

Building Value: 204,790

Other Improvement RCN: 0

Other Improvement Value: 0

CALCULATED VALUES

Cost Land: 40,000

Cost Building: 204,790

Cost Total: 244,790

Income Value: 0

Market Value: 233,900

MRA Value: 233,700

FINAL VALUES

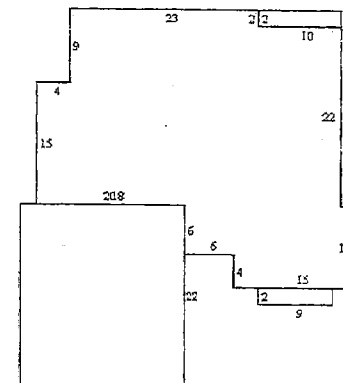
Value Method: MKT

Land Value: 40,000

Building Value: 193,900

Final Value: 233,900

Prior Value: 235,400

**BUILDING COMMENTS**

DwellCom: A1-19 0440sf, A2-16 0020sf, A3-16 0018sf; DwellComp: OBY cond = A, OBY cond = A

SKETCH VECTORSA0CU6L18U15R4U9R23D2R10D22R2D10L15U4L6A1D16CL20X22A
2U30R9CR10X2A3D4R9CR9X2H**DWELLING COMPONENTS**

Code	Units	Pct	Quality	Year
104-Frame, Plywood or Hardboard		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	11			
602-Plumbing Rough-ins (#)	1			
622-Raised Subfloor (% or SF)	1,813			
641-Single 1-Story Fireplace (#)	1			
701-Attached Garage (SF)	440			
736-Garage Finish, Attached (SF)	440			
801-Total Basement Area (SF)	1,018			
803-Partition Finish Area (SF)	600			

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
903-Wood Deck (SF)	140		4.00	1992
903-Wood Deck (SF)	54		2.00	1992

**Douglas County Commissioners
Disaster Relief Determination for:**

Property address / parcel i.d. / ref number: 023-111-11-0-30-09-002-00-0

Applicant (Property owner/taxpayer—nontransferable): Kathleen V. Ammel

Douglas County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead? ☒ YES ☐ NO
(Homestead means dwelling, owned or rented, which is occupied as a residence and the home site land.)

Was the homestead destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas? ☒ YES ☐ NO

Was the homestead destroyed or substantially destroyed? ☒ YES ☐ NO
(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)

(If any above are "NO", no tax abatement or credit can be granted.)

Based on the date of this event, check the appropriate tax treatment:

☐ **Abatement:** This event occurred after January 1 but prior to August 15.

☒ **Credit:** This event occurred on or after August 15 but prior to January 1 of the next year.
The credit can be applied to the property tax of the owner over the next three years.)

Documentation provided:

- ☐ Written estimate of repairs or rebuilding costs by a licensed contractor.
- ☐ Deed of ownership (available at Register of Deeds Office), a copy of contract if buying on contract or title of manufactured home
- ☐ Photos
- ☒ Other: Insurance Claim estimate, Restoration estimate
(on file with Appraiser's Office)

IT IS THEREFORE ORDERED, based on the above information, the Board of County Commissioners of Douglas County grant:

- ☐ No abatement or credit will be granted.
- ☐ Abatement / credit of ____% or \$295.96 of the property tax for tax year _____ of the parcel i.d. / ref number: 023-111-11-0-30-09-002-00-0.

IT IS FURTHER ORDERED the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

IT IS SO ORDERED, this ____ day of _____, 20 ____.

_____, County Commissioner

_____, County Commissioner

_____, County Commissioner

Memorandum

City of Lawrence

City Manager's Office

TO: Craig Weinaug, County Administrator
CC: Tom Markus, City Manager
Diane Stoddard, Assistant City Manager
FROM: Britt Crum-Cano, Economic Development Coordinator
DATE: March 28, 2018
RE: Hilary's (DEW—Drink Eat Well) expansion assistance grant request

Project Overview

Hilary's (DEW—Drink Eat Well, LLC) is a local food production company that manufactures certified organic, plant-based foods free from top common food allergens. They have been in business for eight years and have operated out of their current manufacturing facility, located at 2205 Haskell Avenue since 2013. The company is a certified B Corporation food manufacturer with approximately 40 local employees and takes pride in being a "second chance" employer for individuals who have spent time in prison, struggled with addictions, and have been homeless.

Hilary's is asking for assistance to aid in expanding manufacturing operations at the existing facility and expanding into additional space at the neighboring building located at 2151 Haskell Avenue to accommodate on-site storage and logistics. The expansion investment is estimated at a little over \$1.5 million and will increase their manufacturing capacity and provide on-site storage and refrigeration space (currently accommodated through leased property in the KC metro).

The assistance request includes a little over \$30,000 in economic development assistance to help with employee training, moving and professional expenses related to the expansion. Hilary's estimates over the next three years this expansion will support approximately 2-4 new jobs for on-site storage and logistics operations and 10 new jobs for increased manufacturing operations.

City Staff has had preliminary discussions with the County and EDC on partnering on an assistance package and has received favorable responses to a suggested contribution of \$10,000 each from the City, County and EDC (via Network Kansas funds) to make up a total assistance amount of \$30,000.



Presentation To City Commission and PIRC

March 2018



We're On a Mission

*To help people thrive through
plant-powered nourishment that is
always **FREE FROM** common food allergens.*

We care deeply about creating nourishing, great tasting foods that are completely safe for those who must live a life **FREE FROM** one or more food allergens, as well as those who choose to eat **FREE FROM** simply because.





Named "World's Best Veggie Burger" by customers, Hilary's **flagship product starts being distributed** in local Lawrence, Kansas retailers.



Whole Foods Market **launches World's Best Veggie Burger & Adzuki Bean Burger** nationally. They quickly become best-sellers, and shake up a once stale veggie burger category.



Hilary's Eat Well becomes a **certified B Corporation**, continues to expand veggie burger product line, and **launches shelf-stable salad dressings** nationally.



HILARY'S
Eating well made easy.

Rebranded, simplified, and solidified position in the market as a free-from, clean label, organic food brand. **Transitioned to new packaging**, launched new website and deployed a content marketing strategy.

2005	2010	2011	2012	2013	2014	2015	2015-16	2016
Founder Hilary Brown developed original recipes at Local Burger restaurant in Lawrence, Kansas. 	The original Hilary's Eat Well brand was created. Friends and family came in as the first investors to support the growth of the company. 		Expanded national distribution in the Natural market. Purchased new office & allergen-free production facility with streamlined production equipment. Installed 90 solar panels. 		Hilary's Eat Well became and remains the #1 selling veggie burger brand in Natural channel according to SPINS. 		Launched 13 new products including 4 Veggie Bites, 3 Veggie burgers flavors, 4 new dressings, and 2 Veggie Sausages. 	

A Force for Good

As a certified B Corporation, we strive to make beneficial social and environmental change through our products and business practices.

- Hilary's is enrolled in the B Corp Inclusion challenge and chose metrics to help us improve the lives of our workers and those apart of our supply chain
- We are proud to be a second chance employer, hiring people who have been previously incarcerated, struggled with addictions, illiteracy or homelessness.
- Hilary's provides monthly education sessions providing tools & training to be successful in the workplace
- Education topics include communication skills, goal setting, self-care, and financial health, as well as workplace topics such as safety and quality assurance.

What makes us a better company?

B Impact Report

Certified since: February 2014

Summary:	Company Score	Median Score*
Environment	25	7
Workers	15	18
Customers	N/A	N/A
Community	38	17
Governance	10	6
Overall B Score	89	55

80 out of 200 is eligible for certification

*Of all businesses that have completed the **B Impact Assessment**

*Median scores will not add up to overall



Hilary's Facility Expansion and Consolidation

Current Situation:

- Certified allergen-free manufacturing facility at 2205 Haskell Ave.
- Frozen storage (for ingredients and product inventory) in 3 locations – 2 outside of Lawrence and Douglas County
- Logistics handled by a third-party located in Edwardsville, KS.
- Quite simply, we are busting at the seams!

Expansion and Consolidation Plan:

- Expand manufacturing capacity in current plant
- Consolidate storage and logistics operations into a facility at 2151 Haskell Ave, bringing it all in-house
- Purchase new equipment to improve manufacturing capabilities and improve margins.



Hilary's Facility Expansion and Consolidation

Benefits:

- Total expected costs of project and new equipment = ~\$1.5 million
- 12 – 14 new jobs expected by the end of three years
- Keeping manufacturing plant in Lawrence retains ~40 existing jobs
- Interior construction work to create warehouse and build freezer will be completed by a Lawrence firm
- New warehouse for storage and distribution bring new business and jobs to Lawrence

Funding Request:

- Hilary's received a capital infusion from new investors that funds a significant portion of the project
- Unfunded project costs are as follows –

Professional Services	\$9,500
Employee Training	\$18,200
Moving Expense	\$2,500
Total Unfunded Expenses	\$30,200



Thank You!

The City Commission received the request at their February 6, 2018 meeting and referred it to PIRC for review and recommendation.

On February 13, 2018, the Public Incentives Review Committee (PIRC) reviewed the request and voted 6-0 to recommend the City provide a \$10,000 grant to Hilary's (DEW—Drink Eat Well) for expansion assistance.

The request and PIRC recommendation went to the City Commission for consideration at the February 20, 2018 City Commission meeting. The City Commission authorized the City to participate by providing \$10,000 of the total grant of \$30,000. The EDC will provide another \$10,000.

The request is now ready to go to the County Commission for consideration of County participation of a \$10,000 grant, making up the last matching contribution.

Incentive Request

On January 21, 2018, Staff received an application from DEW—Drink Eat Well, dba as Hilary's, requesting assistance to aid with the company's local expansion. Plans for expansion include retrofitting the company's existing building at 2205 Haskell Avenue in Lawrence, Kansas and leasing and finishing approximately 18,000-20,000 square feet of space at the neighboring building located at 2151 Haskell Avenue.

Hilary's: 2018 Expansion Project	
Description	Amount
Retrofit of Existing Facility	\$921,200
Building Improvements	\$425,000
Equipment	\$478,000
Employee Training	\$18,200
New Facility Expansion (Building Improvements & Equipment)	\$461,500
Building Improvements	\$221,500
Equipment	\$237,500
Moving	\$2,500
Subtotal	\$1,382,700
Contingency (10%)	\$138,270
Total	\$1,520,970

As per Hilary's request letter, the company is asking for the below in assistance to help with the expansion.

Hilary's Assistance Request	
Description	Amount
Professional Services	\$9,500
Employee Training	\$18,200
Moving Expenses	\$2,500
Total	\$30,200

City staff has had preliminary discussions with the County and EDC on partnering on an assistance package and has received favorable responses to a suggested contribution of \$10,000 each from the City, County and EDC (via Network Kansas funds) to make up a total assistance amount of \$30,000.

Eligibility & Review Criteria

According to Section 1.4 of the City's Economic Development Policy (Resolution No. 7184, dated January 15, 2017), the City may deploy one or more of the economic development incentives available, including loans or grants. Specific eligibility requirements for loans and grants are not outlined within the City's Economic Development policy, but the policy does specify objectives to consider when reviewing a request for economic development assistance. The below tables shows policy economic development objectives and notes on the project's fit with these objectives:

Economic Development Objectives (Section 1.3.1)		
	Description	Project Notes
1	Encourage existing businesses to expand	Assistance package would support expansion of existing business
2	Assist new business start-ups	n/a: Hilary's is an established, growing company
3	Recruit new businesses from outside Lawrence, from outside Douglas County, from outside Kansas, and from outside the United States.	Expansion allows Hilary's to move the storage and shipping functions of its business from Edwardsville, KS to Lawrence.
4	Encourage high-technology and research-based businesses	n/a: Hilary's is a food manufacturing business
5	Encourage training and development of the area's work force	Assistance package would aid in employee training on new equipment and support employment of difficult-to-hire workforce participants. Hilary's hosts monthly continuing education sessions, workshop that teach communication skills, goal setting, self-care, and team building and sponsor classes in financial planning, domestic relations, and creating a work-life balance.
6	Retain and attract businesses that are good corporate citizens and that through their leadership and support of local civic and philanthropic organizations, will best advance the interests and enhance the quality of life of the entire community.	Hilary's is a certified B Corporation with a second chance employment philosophy, hiring individuals who have spent time in prison, struggled with addictions, or have been homeless. In addition, the company provides the tools and training employees need to learn new marketable skills, gain confidence, and be successful in the workplace.

Additional general policy considerations are outlined below, along with notes on related project qualifications:

Other Policy Considerations	
1.8.1.2 In addition to the foregoing nonexclusive factors, in performing the benefit/cost analysis the City may also consider one or more of the following nonexclusive factors:	Project Notes
(a) the degree to which the proposed project improves the diversification of the City's economy;	Hilary's provides a unique line of plant-based food products that are certified allergen-free.
(b) the kinds of job the proposed project will create in relation to the kinds of skills available in the local labor market	Hilary's is a "Second Chance" employer, providing jobs for those who have spent time in prison, struggled with addiction, have literacy issues, or have been homeless.
(c) the degree to which the ultimate market for the proposed project's products or services reside outside the community, recognizing that outside markets bring "new money" to the local economy;	Approximately 99% of company revenues are generated from non-local sources.
(d) the potential of the proposed project to expand and create additional jobs in the future;	Expansion is estimated to support approximately 13 additional jobs over the next three years at an average annual salary of ~\$35,900.
(e) the beneficial impact the proposed project may have on the City, resulting from its creation of other new jobs and businesses, from its use of local products or other materials and substances in manufacturing, or from its creation of niche businesses, such as those in the bioscience arena;	Project will help support social equity by employing those who might otherwise find it difficult to obtain and maintain employment.
(f) the beneficial impact the proposed project may have on the environmental quality of the region or, through its products or services, nationally, as well any efforts the proposed project makes to promote sustainability or to mitigate environmental harm.	Plant-based foods, particularly organic-certified foods, are environment friendly due to farming practices employed and the non-use of chemical pesticides. In addition, Hilary's has a commitment to consider the environment in its decision-making and practices as part of its B Corp status. The company participates in a local composting program, recycles, and has product packaging made from recycled materials. Finally, the company is converting from CO2 to Nitrogen, a more environmentally friendly gas, for its freezing process.
(g) the beneficial impact the proposed project will have on a particular area of the City, including designated enterprise zones and areas of needed revitalization or redevelopment; or	Project is considered in-fill development.
(h) the compatibility of the location of the proposed project with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services.	Area zoned appropriately for proposed project & uses. Sites have existing infrastructure in place. (1)

In reviewing both policy objectives and other considerations, Staff believes the project fits a majority of specified categories for economic development assistance.

Analysis

Per City Policy (Section 1.5.4.1), Staff performed a benefit-cost analysis for the proposed expansion. Assumptions and ratio results are shown below. Detailed model results are included in the attached Addendum B.

Assumptions	
Total Capital Investment (building only)	\$700,000
Property Valuation for Property Tax Revenues	\$26,000
Net New Full-Time Jobs Created	13.0
Relocated Jobs	0
Average Annual Salary Per Net New Full-Time Position	\$34,769

Hilary's Expansion (13 FT Jobs)			
Description	City	County	Total Value
City & County Grant (split equally)	1.04	1.06	\$20,000

Although the ratios for both the City and County are not at the preferred threshold of 1.25 typically required of commercial operations, it is worth noting that the model does not capture intangible benefits the project would bring in meeting community goals, including those of supporting social equity, prevention of homelessness, and assistance with local social services needs (e.g. employment and workforce development/support of populations that might be difficult to employ.)

Performance Agreement

Per Section 1.6.1. of the City's economic development policy, every economic development incentive granted by the City shall be accompanied by a Performance Agreement between the applicant or petitioner and the City. Staff suggests the performance agreement include reporting provisions for the company to:

- Provide a copy of the lease extension for the current manufacturing facility at 2205 Haskell Avenue
- Provide a copy of a minimum 3-year lease at the neighboring the expansion facility at 2151 Haskell Avenue.
- Provide notice of completion of the retrofitting and equipping of the existing facility, and tenant finish and equipping of the expansion facility space within the

neighboring facility, along with the total amount of capital investment made for each.

Actions to Date

The City Commission received the request at their February 6, 2018 meeting and referred it to the Public Incentives Review Committee (PIRC) for review and recommendation.

PIRC reviewed the request at their February 13, 2018 meeting and voted 6-0 to recommend an economic development grant to support the Hilary's (DEW—Drink Eat Well) expansion, with the City providing \$10,000 to be matched equally by Douglas County and The Chamber/EDC of Lawrence for a total assistance package of \$30,000.

The City Commission received the Public Incentives Review Committee (PIRC) recommendation and considered Hillary's (DEW—Drink Eat Well) request for an expansion assistance grant at their February 20, 2018 meeting, to be funded equally from the City, County, and The Chamber/Economic Development Corporation (EDC) of Lawrence, Kansas. The City Commission authorized the City Manager to sign a performance agreement with the Company based on the provisions in the staff report and provide \$10,000 in City economic development funds for the City's grant contribution.

County Commission Requested Actions

Receive the Public Incentives Review Committee (PIRC) recommendation and consider Hillary's (DEW—Drink Eat Well) request for an expansion assistance grant, to be funded equally from the City, County, and The Chamber/Economic Development Corporation (EDC) of Lawrence, Kansas. If appropriate, authorize a \$10,000 County economic development assistance grant to match the City's and EDC's contribution of \$10,000 each for a total assistance package valuing \$30,000.

List of Attached Addendums

Addendum A: Application & Request Letter

Addendum B: Model Results

Addendum C: Lawrence/Douglas County EDC Letter

Addendum A: Request Letter & Application



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

January 19, 2018

Tom Markus
City Manager
City of Lawrence, KS
6 East 6th Street
Lawrence, KS 66044

Adam Handshy
Business Development Director
The Chamber of Lawrence, KS
718 New Hampshire
Lawrence, KS 66044

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

Dear Mr.'s Markus, Weinaug and Handshy,
I am writing on to you on behalf of DEW – Drink Eat Well, LLC,
known to the world as Hilary's or Hilary's Eat Well, a business I have
the honor of serving as its President & Chief Financial Officer. We
are undertaking a major facility expansion/consolidation and am
reaching out to you to seek the City's/County's financial assistance to
ensure the success funding of the project.

Company Background

DEW - Drink Eat Well dba Hilary's is a certified B Corporation food manufacturer located in Lawrence, KS. On a mission to help heal the American diet, Hilary's is the creator of certified organic, plant-based foods that are free from the top common food allergens such as wheat, dairy, eggs, soy, nuts and corn. Hilary's product portfolio includes frozen veggie burgers, frozen veggie bites, frozen veggie sausages, frozen millet medleys and shelf-stable salad dressings. Hilary's products are available in natural and conventional grocery stores nationwide and in Canada, as well as online. Hilary's as recognized in 2016 by Inc. magazine as one of the fastest growing privately held businesses in the U.S. (#897) and in 2017 by Kansas City's Ingram's magazine as the 30th fastest growing business in the area.

B Corps are companies that measure and report their social and environmental performance against a transparent 3rd party



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

assessment. Earning B Corporation Certification is no easy task, but our commitment to our employees, our community, our customers, and our environment motivate us to develop initiatives that give back.

Hilary's employees ~40 people of which 75% are production employees responsible for manufacturing Hilary's products. At Hilary's, we pride ourselves as being a "second chance" employer. Our production employee base consists of individuals who have spent time in prison, struggled with addictions, and have been homeless. We help build their confidence, teach new skills, and give them tools to thrive in the workplace through leadership development programs, paid volunteer time, ongoing continuing education sessions, and employee programs that build lasting relationships.

Hilary's leadership development program mentors individuals who show leadership skills. They meet weekly and discuss ways to better engage with employees, gain knowledge, and strive to set an example for others. In addition to this, individuals attend conferences and engage in professional development opportunities.

At Hilary's, we believe in engaging with our community. That is why we regularly participate in paid volunteer time. The last two years we helped build a house for Habitat for Humanity and have planted flowers for the City of Lawrence. Individually, many of our employees volunteer in ongoing engagements with organizations like Family Promise, Girls Rock, and the Humane Society.

For all employees, Hilary's hosts monthly continuing education sessions and workshops that teach communication skills, goal setting, self-care, and team building. Additionally, classes lead by experts in financial planning, domestic relations, and creating a work-life balance contribute to our goal to build skills that help our team thrive both in and outside of the Hilary's workplace.

Facilities Expansion Project

One of Hilary's key differentiators in the marketplace is the fact that we manufacture our line of frozen products in a dedicated, certified allergen-free plant. This is an important trust-building factor for our



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

consumers who suffer from food allergies. Hilary's has operated out of 2205 Haskell Ave since 2013. We rent the building and pay the property taxes (\$13.6K in 2016) which are passed-through the landlord. Due to the exponential growth of the business, the company must now find additional space to expand our manufacturing capacity.

Additionally, the company has leased space in 3 locations (Lawrence, Bonnor Springs, & Edwardsville) for ingredient, packaging, and finished goods storage. Hilary's uses a third-party shipping/logistics company for finished goods shipping.

Hilary's has considered a number of alternatives for facility expansion and consolidation, and due to its deep history and commitment to the City of Lawrence, would prefer to keep its manufacturing facility in Lawrence while reviewing options for storage consolidation in Lawrence and other locations in Kansas and Missouri.

Hilary's approach to facility expansion has two aspects: 1) extending lease for three additional years (2018 - 2020) and expanding manufacturing capacity in our current space at 2205 Haskell Ave. and 2) consolidating our storage into a single location and bringing shipping/logistics in-house. Hilary's has determined that it requires ~18 – 20K square feet for this function and has toured available properties in Lawrence, Shawnee, and Ottawa in Kansas and in Kansas City, MO.

When consolidating storage and bringing logistics in-house, Hilary's will add 2 – 4 new jobs. Retention of the manufacturing facility in Lawrence will result in an estimated growth in jobs of ~10 people in the next three years.

Project Costs

Total expected outlays for the two Hilary's facility expansion/consolidation projects are estimated to total ~\$1.5 million.



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

Total Project Costs

Existing Facility @ 2205 Haskell Avenue	\$921,200
New Facility	\$461,500
Contingency (10%)	\$138,270
Grand Total	\$1,520,970

A further breakdown of the project costs and other details follows on the next two pages.

(continued)



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

2205 Haskell Avenue - Existing Facility

Property Taxes Paid - 2016	\$13,610
-----------------------------------	-----------------

Monthly Rent (3- year lease)	\$4,502
-------------------------------------	----------------

New Manufacturing Equipment	Est Cost
Cook/Blend/Chill & Boiler	\$265,000
Flow Wrapper	\$60,000
Bagger	\$60,000
Spiral Freezer Retrofit to Nitrogen	\$10,000
Nitrogen Tank	\$43,000
Nitrogen Bath	\$40,000
Total Equipment	\$478,000

Estimated Employee Training Costs for New Equipment	Est Cost
Cook/Blend/Chill & boiler	\$4,700
Flow Wrapper	\$4,400
Bagger	\$4,900
Nitrogen Bath	\$4,200
Total Training	\$18,200

Building Improvements	Est Cost
Electrical	\$265,000
Floor Drains (Concrete + Plumbing)	\$60,000
Floor Re-finish in Production Area	\$60,000
Spiral Freezer Retrofit to Nitrogen	\$10,000
HVAC Upgrade	\$25,000
Professional services - architect	\$5,000
Total Building Improvements	\$425,000

Grand Total for Existing Facility Project (excluding Property Taxes)	\$921,200
---	------------------



2205 Haskell Ave. Lawrence, Kansas 66046
785.856.3399 | HilarysEatWell.com

Storage and Logistics Location - New Facility

Monthly Rent - new storage facility	\$7,500
--	----------------

Estimated Property Taxes included in monthly rent	\$515 or \$6,180 annually
--	----------------------------------

Building Improvements - New Facility	Est Cost
Demising Wall	\$50,000
Concrete work	\$72,000
Electrical	\$95,000
Professional Services - architect	\$4,500
Total Building Improvements - new facility	\$221,500

Freezer panels/refrigerant equip	\$135,000
Freezer install	\$95,000
Office furniture & equipment	\$7,500
Total Equipment Costs - new facility	\$237,500

Moving Expense - transfer of goods to single storage location	\$2,500
---	---------

Grand Total for New Facility Project (excluding property taxes)	\$240,000
--	------------------



Unfunded Portions of the Project

Hilary's has received capital infusions from new and existing investors to fund a significant portion of the project costs. The unfunded portions are as follows:

Unfunded Portions of Project

Professional Services	\$9,500
Employee Training	\$18,200
Moving Expense	\$2,500
Total Unfunded Expenses	\$30,200

I would welcome the opportunity to visit with you further about our company and this project.

Thank you in advance for your consideration of any financial assistance that might be available to Hilary's.

Sincerely,

A handwritten signature in blue ink that reads "Lydia Butler".

Lydia Butler
President & Chief Financial Officer
DEW – Drink Eat Well, LLC – dba Hilary's

**City of Lawrence, Kansas
Economic & Community Development
Application for Economic Development Assistance**



The City of Lawrence considers support for economic or community development projects that will provide local public benefits. When requesting assistance for projects, please provide a request letter to the City Commission describing the project, details on the local public benefits it provides, a description of the assistance requested, and why this assistance is needed for the project to proceed. If available, project renderings and graphics are encouraged to be included along with your submission materials. Submit request letter along with the below, completed application for assistance, supporting materials, and applicable fees to:

Lawrence City Commission
Attn: City of Lawrence, Economic Development Coordinator
6 East 6th Street
Lawrence, KS 66044

Request materials can be submitted electronically to the Economic Development Coordinator: at: bcano@lawrenceks.org

Please indicate which public benefits your project brings to the local community. *(Mark all that go above and beyond normal City requirements. Please explain in detail the project's public benefits in the request letter.)*

- ☐ Affordable Housing
- ☐ Sustainability
- ☒ Primary job creation:
 - Primary businesses typically serve customers outside of the immediate area, therefore importing dollars into the community through its sales.
 - Non-primary businesses provide goods and services to the local business and consumers, thereby circulating dollars within the community.
- ☐ Above average wages
- ☒ Jobs with employee benefits including healthcare insurance
- ☐ In-fill development
- ☐ Revitalization of dilapidated, unsafe, underutilized, or historic property
- ☐ Promotion of downtown density
- ☒ Retention or expansion of existing business
- ☐ Tax base growth
- ☐ Other (please explain):
 - Second Chance employer
 - Transition from homelessness
 - B Corporation values (triple bottom line: people, profit, planet)

The information on this form will be used by the City to consider your request for development support and may also be used to prepare a cost-benefit or other analysis of the project. Information provided on this form will be available for public viewing and will be part of compliance benchmarks, if approved for assistance. Prior to submission, applicant may wish to seek technical assistance from City Staff, the Chamber of Commerce, the Small Business Development Center, or others to address questions and ensure the application is complete.

Please provide data in the cells below. Applicant is encouraged to attach additional pages as necessary to fully explain and support the answers to each question. Note anything additional you wish the City to take into consideration for your request and provide supporting documentation.

Applicant Contact Information	
Name:	Lydia Butler
Title:	President & Chief Financial Officer
Organization:	Hilary's (DEW – Drink Eat Well, LLC)
Address 1:	2205 Haskell Ave
Address 2:	Lawrence, KS 66046
Phone:	785-856-3399
Email:	lydia@drinkeatwell.com
Fax:	

Application Tips:

Enter contact information for the company representative completing this application.

Economic Development Support Requested		
City Incentives	Amount	Term (in years)
Tax Increment Financing District (TIF)		
Transportation Development District (TDD)		
Neighborhood Revitalization Area (NRA)		
Tax Abatement (TA)		
Industrial Revenue Bonds (IRBs)		
Community Improvement District (CID)		
Requesting grant totaling \$30,000 from the city, county, and Network Kansas to aid in the cost of facility expansion in Lawrence.		

Application Tips:

Applicable Terms:

TIF: Up to 20 years
TDD: Up to 22 years
TA: Up to 10 years
CID: Up to 22 years

IRBs: If applying for IRBs, please enter the amount that will cover all construction costs for the project. Enter "n/a" for term.

Examples: City provided water main along ABC Street from 1st Street to 2nd Street, employee training grant for 5 years at \$500/new employee, etc.

Project Information		
Name of Company Seeking Incentive(s):	DEW – Drink Eat Well, LLC	
Project Type (check one):	Expansion:	X
	New Facility:	X
Company Type (check one):	Existing Local Company:	X
	Out-of-Area Company Locating Locally:	
Current Company Address:	2205 Haskell Ave	
Location of Proposed New Facility/Expansion Project:	2205 Haskell Ave + 2151 Haskell Ave	
Hilary's approach to facility expansion has two aspects: 1) extending our current lease for three additional years (2018 - 2020) and expanding manufacturing capacity in our current space at 2205 Haskell Ave. and 2) consolidating our storage into a single location at 2151 Haskell Ave. and bringing shipping/logistics in-house.		
Operations Start Date at the Expansion or New Facility:	1/1/18	
Industry NAICS # for the New or Expanded Facility (6-digit code):	311999	
Food Manufacturing		

Application Tips:

Company's Plans: e.g. ABC manufacturing is the nation's largest processors of wind turbine components. The company plans to construct a new 250,000 sf manufacturing plant in Commerce Park, initially employing 150 with an average annual salary of \$35,000 each. Another 50 employees will be hired in Year 5 and 40 in year 7. The firm expects to initially invest \$5 million in land and buildings and anticipates a 50,000 sf, \$2 million expansion in Year 5 and another 50,000 sf expansion in Year 7.

Link for NAICS code lookup:

<http://www.naics.com/search.htm>

Capital Investment Information for New Facility or Expansion			
Estimated Size of New Facility (square feet):	19,000 sq ft		
Estimated Size of Land for New Facility (acres):	n/a		
For the new or expanded facility, enter the amount the company anticipates spending for initial and subsequent investments in land, buildings and improvements (do not include machinery or equipment):			
Year	Buildings & Other Real Property Improvements	Equipment	Total
1	\$700,000	\$550,000	\$1,300,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			
Will land be leased from the City or County (Y/N):	N		
If yes, Monthly Lease Rate for Land:			

Application Tips:

If expansion, only include information on size and values of the new facility, not existing facility.

If land is currently owned, enter current land value from Douglas County property tax records. Otherwise, enter the market value amount the company will pay for land.

Local Utility Expenses		
Utility	Current Local Monthly Expenses	Projected Local Monthly Expenses at New Facility
Gas	1,300	1,800
Electricity	3,700	11,700
Phone/Internet	700	700
Water	1,100	1,100
Operating Expenditures		
For Expansion Projects, Current Annual Operating Expenses at Existing Facility:		750,000
Annual Operating Expenses after Expansion/Relocation:		1,200,000
% of Additional Operating Expenses Anticipated to be Spent Locally:		100%
Revenues		
% of Revenues at the new Lawrence Facility Anticipated to Come from Non-Local Sources.		~99%
Anticipated Annual Gross Profits:		\$2,500,000
Anticipated Annual Net Operating Income (at stabilization):		10% of revenues
Anticipated Annual Net Operating Expenses (at stabilization):		1,500,000

Application Tips:

Current Local Monthly Expenses: Enter current monthly utility costs for existing facility, or an out-of-area relocation, or if project involves a separate, new facility.

Projected Local Monthly Expenses: Enter expense amounts anticipated at the new facility.

Existing Facility Annual Operating Expenses: Enter 0 if project is being relocated from out-of-area or if project involves a separate, new facility.

% Additional Operating Expenses Spent Locally: Enter % of operating expenses anticipated to be spent in Lawrence/Douglas County as a result of the project.

Exports: Enter % of revenues (from the sale of goods or services) anticipated to be generated from sources outside of Lawrence/Douglas County.

Anticipated Annual Gross Profits: Please provide an estimate of anticipated Annual Gross Profits (\$). Note: For expansions, please enter anticipated gross annual profits from expansion.

IRB and Tax Abatement Request Information	
If you are seeking an IRB, please list the firm that will be receiving the IRB:	
Will your firm be leasing the building or the land in your expansion or newly constructed facility? (Y/N)	
If you are leasing the building or land, and you are seeking a tax abatement without an IRB, please list the tenant and owner and the financial relationship between tenant and owner.	
Total Cost of <u>Initial</u> Construction for the Project:	
Estimated Cost of Construction Materials for <u>Initial</u> Construction:	

Note: Applicant may be required to provide additional financial information for the project and company.

Environmental Information	
Will the new facility meet Energy STAR criteria? (Y/N)	N
Will the project seek or be designed to LEED certification standards? (Y/N)	N
<i>If yes, please indicate level:</i>	Certification
	Silver
	Gold
	Platinum
Please describe environmentally friendly features of the project:	
Please describe anticipated positive environmental impacts resulting from the project:	
Please describe anticipated negative environmental impacts and planned remediation efforts:	

Application Tips:

Environmentally Friendly Features: e.g. Low-energy, led lighting used throughout, pedestrian friendly elements including green space, bike paths, water saving native plantings used in landscapes, etc.

Additional Community Benefits

Describe Other Local Economic Benefits Resulting From Project:

New jobs/jobs retention

Distribution of our products will now be based out of our new facility in Lawrence (previously in Edwardsville, KS). This will bring truckers into the city who will make purchases.

In addition, the construction work for the new facility will be completed by the P1 Group, a Lawrence company who will utilize local labor for the project.

Economic Benefits

Include tangibly measurable benefits directly related to project capital investment and direct employment (e.g. Project attracting overnight visitors that will spend on lodging, entertainment, food and beverages, shopping, etc.)

Describe Other Quality of Life Benefits Resulting From Project:

Retention of our manufacturing facility and the buildout of our new storage and distribution facility in Lawrence will allow Hilary's to continue its community impact of:

- Second chance employer (see more info below)
- Donations to local food banks and shelters
- Membership and participation in the Chamber
- Company employee volunteerism (Habitat for Humanity)

At Hilary's, we pride ourselves as being a "second chance" employer. Our production employee base consists of individuals who have spent time in prison, struggled with addictions, have literacy issues or have been homeless. We help build their confidence, teach new skills, and give them tools to thrive in the workplace through leadership development programs, paid volunteer time, ongoing continuing education sessions, and employee programs that build lasting relationships.

Quality of Life Benefits: Include tangible and intangible benefits; such as how company is/will be a good corporate citizen, community involvement, local philanthropy efforts, and how project /company will contribute to local well being of citizens.

Employment Information									
Construction Employment for New Facility or Expansion									
# Full-Time, Construction Jobs:									
Average Annual Salary for Full-Time, Construction Workers (during construction period):									
Construction Period (months):									
For Expansion, # of Full-Time Employees Currently Working In Lawrence:									
New Employment Resulting from Project									
Net New Jobs (full-time, permanent)	Year	New Facility		Existing Facility					
		# Jobs	Avg Annual Salary	# Jobs	Avg Annual Salary	# Jobs	Avg Annual Salary	# Jobs	Avg Annual Salary
	1	2	50,000	3	\$28,000				
	2	0	50,000	3	\$30,000				
	3	1	50,000	4	\$32,000				
	4								
	5								
	6								
	7								
	8								
	9								
	10								
	Total								
Anticipated # of Employees to Be Relocated Locally as a Result of the Project									
# of Net New Full-Time Employees Anticipated to be Relocated From Outside of Kansas:						0			
# of Net New Full-Time Employees Anticipated to be Relocated from Outside of Lawrence/Douglas County:						0			
# of Local Full-Time Jobs Anticipated At End of Incentives Period:									

Application Tips:

Enter 0 if project is new or relocation.

Enter information by major job category (e.g. administrative, support, professional, executive, production, etc.)

For a local expansion, Net New Jobs = number of additional employees to be hired each year, excluding employees that are already employed in Lawrence.)

Average Annual Salary: Only provide wage information. Do not include the value of non-wage benefits such as insurance and time off.

Jobs at End of Incentives Period:

Enter total number of full-time employees (existing & new) anticipated to be employed at the new facility over the term of incentives (e.g. If applying for a 10-year tax abatement, this would be the total number of local Existing (if expanding) + Net New full-time jobs anticipated at the end of that 10-year period.)

Employee Benefits	
Description	After Expansion or Relocation
% of Employees with Company Provided Health Care Insurance	25%
% of Health Care Premium Covered by Company	50%
% of Employees with Company Provided Retirement Program	0%
Will You Provide Job Training for Employees? (Y/N)	Y
What is the Lowest Hourly Wage Offered to New Employees?	\$13
What Percentage of Your New Employees Will Receive this Wage?	77%
Will You Provide Additional Benefits to Employees? (Y/N)	Y

If Yes, Please Describe:

The company hosts monthly continuing education sessions and workshops that teach communication skills, goal setting, self-care, and team building. Additionally, classes lead by experts in financial planning, domestic relations, and creating a work-life balance contribute to our goal to build skills that help the team thrive both in and outside of the workplace.

NRA Eligibility Statement

If applying for an NRA, please describe how your project meets one of the following state statute requirements for eligibility:

(1) Project is in an area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare:

(2) Project is in an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use:

(3) Project is in an area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use:

Disclosures

Company Form of Organization:

It is the policy of the City that no economic development incentive will be granted to any applicant or petitioner who owns any financial interest in any real property, anywhere within the state of Kansas, with delinquent special assessments, delinquent ad valorem taxes, or federal or state tax liens, or who is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City.

List the full name(s) of each principal (partner or member) who owns (or will own) 5% or more capital of the company. In the case of businesses owning another business (such as an umbrella LLC that is the owner of several other LLC's), the actual partners' names need to be listed, not just the registrant's name with the Secretary of State.

See attached cap table.

Are all above listed principals currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City? If delinquent or in default, provide details on property owner name, property address, current property tax status, special assessment status, and outstanding obligations owed to the City, and why delinquent or in default.

List all subsidiaries or affiliates and details of ownership:

Subsidiary : none

Principals: see attached cap table

Has Company or any of its Directors/Officers been involved in or is the Company presently involved in any type of litigation?	N
Has the Company, developer or any affiliated party declared bankruptcy?	N
Has the Company, developer or any affiliated party defaulted on a real estate obligation?	N
Has the Company, developer or any affiliated party been the defendant in any legal suit or action?	N
Has the Company, developer or any affiliated party had judgments recorded against them?	N

If the answer to any of the above question is yes, please explain:

Note: Applicant may be required to provide additional financial information for the project and company.

Economic Development Fees

Application & Administrative Fees: The City charges the below application and administrative fees.

Application Fees		Administrative Services Fees
Tax Abatement	\$500	\$200/year
Industrial Revenue Bonds (IRB)	\$1,000	Origination Fee for sales tax only IRBs
Community Improvement District (CID)	\$2,500	For all projects involving "pay-as-you-go" financing and reimbursement through the assessment of CID sales tax collected with the CID sales tax district, it is the policy of the City to negotiate any annual administrative fee between the City and the petitioner to cover the City's administrative costs.
		For all other projects, the petitioner shall pay 0.5% of the funds reimbursed to the petitioner, or any successor in interest, each year for the life of the CID to cover the City's administrative costs.
Transportation Development District (TDD)	\$2,500	0.5% of the annual TDD revenues generated
Tax Increment Financing (TIF)	\$1,000	Where the applicant only seeks reimbursement of the property tax increment, the administrative service fee shall be 0.5% of the annual increment;
		In all other cases, the administrative service fee shall be 2.5% of the annual increment.
Neighborhood Revitalization Area (NRA)	\$500	None

If the request is not considered, half (1/2) of the application fee will be returned to the Applicant. If the request is considered, application fees are not refunded, regardless of if the project is approved.

Industrial Revenue Bond (IRB) Origination Fee:

For IRBs issued just to obtain a sales tax exemption (not a property tax abatement), Applicant, at the time of bond closing, shall pay the City an IRB origination fee of the par amount of bonds being issued on behalf of a for-profit company, unless the project will create primary jobs or add affordable housing to the community.

IRB Origination Fee	
Rate	Amounts*
0.004	First \$10M or up to \$10M
\$40,000 + 0.002	2nd \$10M
\$60,000 + 0.001	Over \$20M

*Maximum fee is \$100,000

For IRBs issued on behalf of not-for-profit organizations, the City will not charge an origination fee.

Other Fees:

Applicant is responsible for paying all expenses incurred by the City for professional services pertaining to the project, regardless of if the project is approved. This may include costs associated with research and analytical services, legal publication notices, application fees to the state Board of Tax Appeals, bond counsel and other miscellaneous costs, including but not limited to, the City reasonable costs to process any modifications. If the request proceeds the Applicant may be asked to enter into a funding agreement to cover all costs associated with processing approval for the requested assistance.

Application Submission:

When you have completed this form to your satisfaction, please sign and send, along with applicable application fee(s) to:

City of Lawrence
Attn: Economic Development Coordinator
6 East 6th Street
Lawrence, KS 66044
Fax: 785-832-3405
Email: bcano@lawrenceks.org

Note: All economic development incentive fees are due when the application for economic development support is filed with the City. No application will be accepted until fees have been paid.

I hereby certify that the foregoing and attached information contained is true and correct, to the best of my knowledge:

Applicant/Representative: Lydia Butler
(Please Print)
Signature: Lydia Butler Date: 1/21/18

AFFIDAVIT

THE STATE OF Kansas)

THE COUNTY OF Douglas)

SS:

I, Lydia Butler, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

1. I am a resident of Kansas City, MO.

2. As of the date set forth below, I have no financial interest and no entity in which I have any interest has any financial interest in any real property, located anywhere in the state of Kansas, that is delinquent on any special assessments, delinquent on any *ad valorem* taxes, or the subject of any federal, state, or local tax lien.

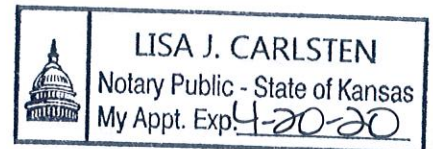
3. As of the date set forth below, I am not currently delinquent or in default and no entity in which I have any interest is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City of Lawrence, Kansas.

Lydia Butler

SUBSCRIBED AND SWORN before the undersigned on this 23 day of January, 2018

Lisa J. Carlsten
Notary Public

My Appointment Expires: 4-20-20



Members with 5% or more ownership:

Name	Principals	Residency
VG Growth Partners	Michael Caridi	Staten Island, New York
	Hitesh Hajarnavis	Short Hills, New Jersey
	Sanjeev Vinayak	Short Hills, New Jersey
Free From LLC	David Murfin	Wichita, Kansas
	Barry Downing	Wichita, Kansas
Mid-America Angel Investments, LLC	multiple	primarily Kansas City area
Shadow Capital LLC	Kent Garlinghouse	Topeka, Kansas

Addendum B: Benefit-Cost Results

CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

Project Summary

Capital Investment in Plant:	\$26,000
Annual Local Expenditures by Firm:	\$1,200,000
Retained Jobs:	13.0
Average Wage per Retained Job (part-time):	\$34,769
Indirect Jobs Created:	15
Economic Value per Indirect Job:	\$28,504
Total New Households:	10
Discount Rate:	5.78%
Cost and Revenue Escalation:	1.50%
Number of Years Evaluated:	15

Incentives

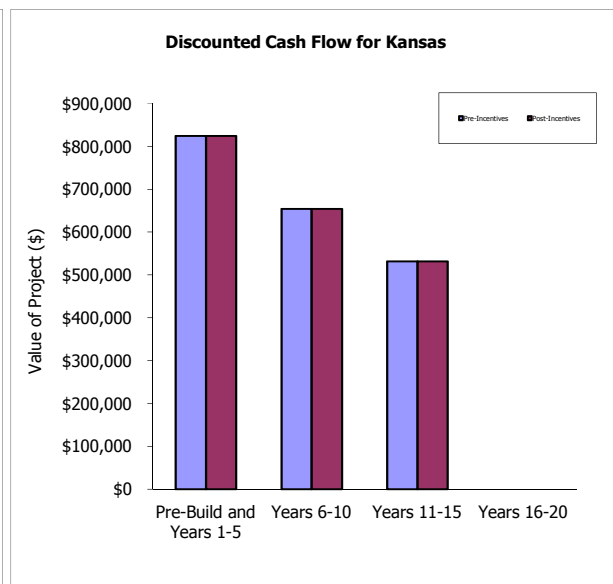
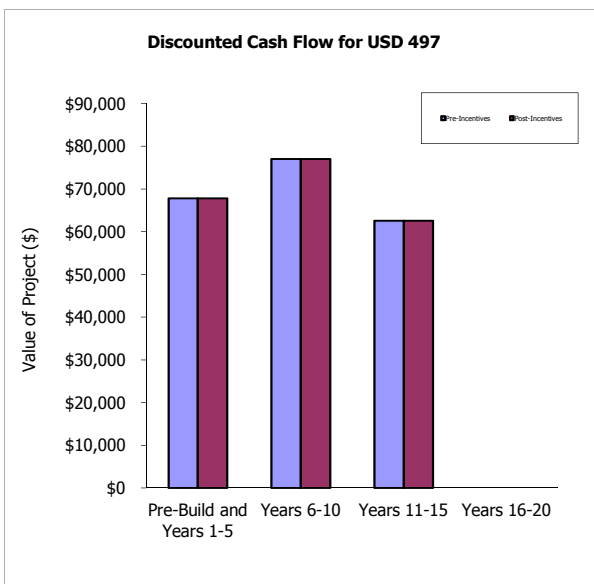
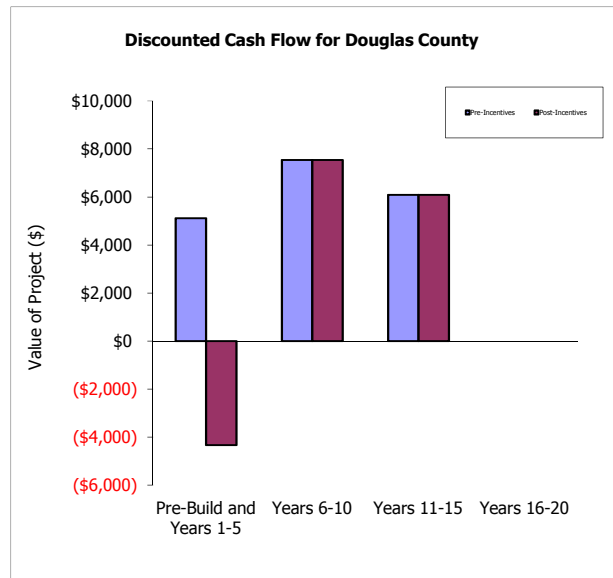
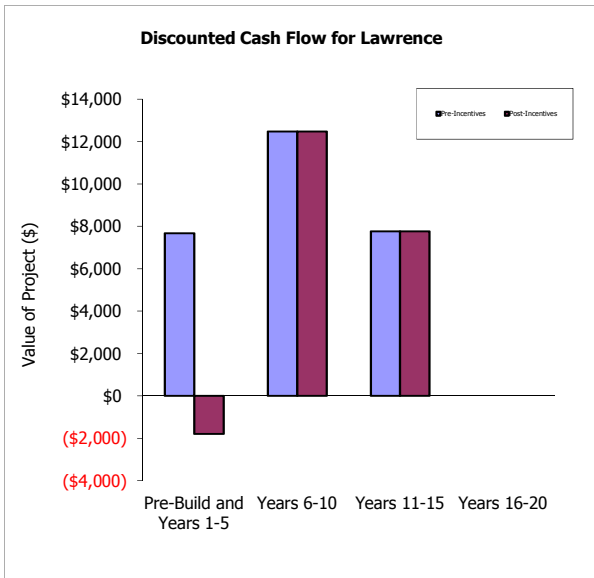
IRB Offered	No
Value of IRB Construction Sales Tax:	\$0
Tax Abatement"	0%
Length of Tax Abatement/s:	0 Years
Value of Tax Abatements, Total:	\$0
Other Incentives	
Site (Land):	\$0
Facility Construction:	\$0
Other: Grant	\$20,000
Value of All Incentives Offered:	\$20,000
Value of All Incentives per Job per Year:	\$103
Value of Incentives in Hourly Pay:	\$0.05
Value of Incentives per Dollar Invested:	\$0.77

Summary of Results				
Returns for Jurisdictions	Lawrence	Douglas County	USD 497	State of Kansas
Revenues	\$855,238	\$256,443	\$434,948	\$3,098,005
Costs	\$810,404	\$225,739	\$101,980	\$0
<i>Revenue Stream, Pre-Incentives</i>	<i>\$44,834</i>	<i>\$30,704</i>	<i>\$332,967</i>	<i>\$3,098,005</i>
Value of Incentives Offered	\$10,000	\$10,000	\$0	\$0
Revenue Stream with Incentives	\$34,834	\$20,704	\$332,967	\$3,098,005
Returns for Jurisdictions, Discounted	Lawrence	Douglas County	USD 497	State of Kansas
Discount Rate	5.78%			
Discounted Cash Flow, Without Incentives	\$27,885	\$18,743	\$207,443	\$2,010,240
<i>Benefit/Cost Ratio, Without Incentives</i>	<i>1.05</i>	<i>1.13</i>	<i>n/a</i>	<i>n/a</i>
Discounted Cash Flow, With Incentives	\$18,432	\$9,290	\$207,443	\$2,010,240
Benefit/Cost Ratio, With Incentives	1.04	1.06	n/a	n/a

CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

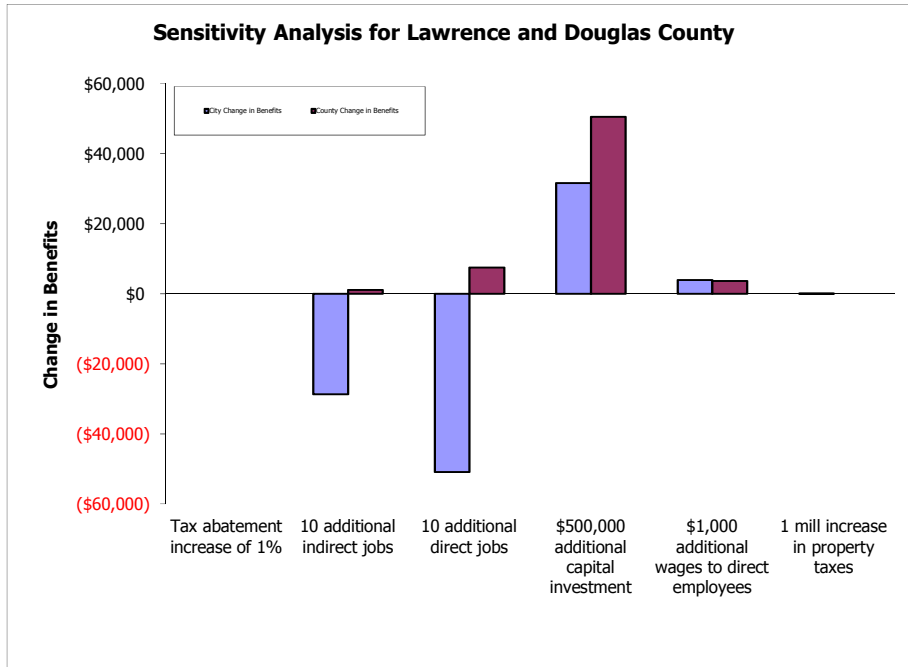
Graphs of Benefits and Costs by Time Period, with and Without Abatement



CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

Sensitivity Analysis



CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

APPENDIX 1: Annual Results Not Discounted

Lawrence: Annual Results (not discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$33,809	(\$30,591)	(\$10,000)	(\$6,782)	(\$6,782)
2	\$37,607	(\$37,768)	\$0	(\$161)	(\$6,943)
3	\$57,236	(\$62,710)	\$0	(\$5,474)	(\$12,416)
4	\$58,092	(\$52,091)	\$0	\$6,000	(\$6,416)
5	\$58,960	(\$52,873)	\$0	\$6,087	(\$330)
6	\$59,841	(\$53,666)	\$0	\$6,175	\$5,845
7	\$58,256	(\$54,471)	\$0	\$3,785	\$9,630
8	\$58,288	(\$55,288)	\$0	\$3,000	\$12,630
9	\$59,159	(\$56,117)	\$0	\$3,042	\$15,672
10	\$60,043	(\$56,959)	\$0	\$3,084	\$18,756
11	\$60,940	(\$57,813)	\$0	\$3,127	\$21,883
12	\$61,851	(\$58,681)	\$0	\$3,171	\$25,053
13	\$62,776	(\$59,561)	\$0	\$3,215	\$28,268
14	\$63,714	(\$60,454)	\$0	\$3,260	\$31,528
15	\$64,667	(\$61,361)	\$0	\$3,306	\$34,834
16	\$0	\$0	\$0	\$0	\$34,834
17	\$0	\$0	\$0	\$0	\$34,834
18	\$0	\$0	\$0	\$0	\$34,834
19	\$0	\$0	\$0	\$0	\$34,834
20	\$0	\$0	\$0	\$0	\$34,834

Douglas County: Annual Results (not discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$8,360	(\$7,534)	(\$10,000)	(\$9,174)	(\$9,174)
2	\$10,451	(\$9,880)	\$0	\$571	(\$8,602)
3	\$16,717	(\$16,341)	\$0	\$376	(\$8,226)
4	\$16,964	(\$14,721)	\$0	\$2,242	(\$5,984)
5	\$17,214	(\$14,942)	\$0	\$2,271	(\$3,713)
6	\$17,467	(\$15,166)	\$0	\$2,301	(\$1,412)
7	\$17,725	(\$15,394)	\$0	\$2,331	\$919
8	\$17,986	(\$15,625)	\$0	\$2,361	\$3,281
9	\$18,251	(\$15,859)	\$0	\$2,392	\$5,673
10	\$18,521	(\$16,097)	\$0	\$2,424	\$8,097
11	\$18,794	(\$16,338)	\$0	\$2,456	\$10,553
12	\$19,071	(\$16,583)	\$0	\$2,488	\$13,041
13	\$19,353	(\$16,832)	\$0	\$2,521	\$15,562
14	\$19,639	(\$17,085)	\$0	\$2,554	\$18,116
15	\$19,929	(\$17,341)	\$0	\$2,588	\$20,704
16	\$0	\$0	\$0	\$0	\$20,704
17	\$0	\$0	\$0	\$0	\$20,704
18	\$0	\$0	\$0	\$0	\$20,704
19	\$0	\$0	\$0	\$0	\$20,704
20	\$0	\$0	\$0	\$0	\$20,704

CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

APPENDIX 1: Annual Results Not Discounted (Continued)

USD 497: Annual Results (not discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$10,901	(\$5,316)	\$0	\$5,585	\$5,585
2	\$17,477	(\$5,579)	\$0	\$11,897	\$17,482
3	\$28,589	(\$9,280)	\$0	\$19,309	\$36,791
4	\$29,013	(\$6,273)	\$0	\$22,740	\$59,531
5	\$29,442	(\$6,367)	\$0	\$23,075	\$82,606
6	\$29,879	(\$6,462)	\$0	\$23,416	\$106,023
7	\$30,321	(\$6,559)	\$0	\$23,762	\$129,785
8	\$30,771	(\$6,658)	\$0	\$24,113	\$153,897
9	\$31,227	(\$6,758)	\$0	\$24,469	\$178,367
10	\$31,690	(\$6,859)	\$0	\$24,831	\$203,197
11	\$32,160	(\$6,962)	\$0	\$25,198	\$228,395
12	\$32,636	(\$7,066)	\$0	\$25,570	\$253,965
13	\$33,121	(\$7,172)	\$0	\$25,948	\$279,914
14	\$33,612	(\$7,280)	\$0	\$26,332	\$306,246
15	\$34,111	(\$7,389)	\$0	\$26,722	\$332,967
16	\$0	\$0	\$0	\$0	\$332,967
17	\$0	\$0	\$0	\$0	\$332,967
18	\$0	\$0	\$0	\$0	\$332,967
19	\$0	\$0	\$0	\$0	\$332,967
20	\$0	\$0	\$0	\$0	\$332,967

State of Kansas: Annual Results (not discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$206,453	\$0	\$0	\$206,453	\$206,453
2	\$187,152	\$0	\$0	\$187,152	\$393,604
3	\$189,959	\$0	\$0	\$189,959	\$583,563
4	\$192,808	\$0	\$0	\$192,808	\$776,371
5	\$195,700	\$0	\$0	\$195,700	\$972,072
6	\$198,635	\$0	\$0	\$198,635	\$1,170,707
7	\$201,615	\$0	\$0	\$201,615	\$1,372,322
8	\$204,639	\$0	\$0	\$204,639	\$1,576,961
9	\$207,708	\$0	\$0	\$207,708	\$1,784,669
10	\$210,824	\$0	\$0	\$210,824	\$1,995,493
11	\$213,986	\$0	\$0	\$213,986	\$2,209,479
12	\$217,196	\$0	\$0	\$217,196	\$2,426,675
13	\$220,453	\$0	\$0	\$220,453	\$2,647,128
14	\$223,760	\$0	\$0	\$223,760	\$2,870,888
15	\$227,116	\$0	\$0	\$227,116	\$3,098,005
16	\$0	\$0	\$0	\$0	\$3,098,005
17	\$0	\$0	\$0	\$0	\$3,098,005
18	\$0	\$0	\$0	\$0	\$3,098,005
19	\$0	\$0	\$0	\$0	\$3,098,005
20	\$0	\$0	\$0	\$0	\$3,098,005

CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

APPENDIX 2: Discounted Annual Results

Lawrence: Annual Results (discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$31,961	(\$28,919)	(\$9,454)	(\$6,411)	(\$6,411)
2	\$33,609	(\$33,752)	\$0	(\$144)	(\$6,555)
3	\$48,356	(\$52,980)	\$0	(\$4,625)	(\$11,179)
4	\$46,396	(\$41,604)	\$0	\$4,792	(\$6,387)
5	\$44,516	(\$39,921)	\$0	\$4,596	(\$1,792)
6	\$42,712	(\$38,305)	\$0	\$4,407	\$2,616
7	\$39,309	(\$36,755)	\$0	\$2,554	\$5,170
8	\$37,181	(\$35,267)	\$0	\$1,914	\$7,083
9	\$35,674	(\$33,840)	\$0	\$1,834	\$8,918
10	\$34,229	(\$32,471)	\$0	\$1,758	\$10,676
11	\$32,842	(\$31,157)	\$0	\$1,685	\$12,361
12	\$31,511	(\$29,896)	\$0	\$1,615	\$13,976
13	\$30,234	(\$28,686)	\$0	\$1,548	\$15,525
14	\$29,009	(\$27,525)	\$0	\$1,484	\$17,009
15	\$27,834	(\$26,411)	\$0	\$1,423	\$18,432
16	\$0	\$0	\$0	\$0	\$18,432
17	\$0	\$0	\$0	\$0	\$18,432
18	\$0	\$0	\$0	\$0	\$18,432
19	\$0	\$0	\$0	\$0	\$18,432
20	\$0	\$0	\$0	\$0	\$18,432

Douglas County: Annual Results (discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$7,903	(\$7,122)	(\$9,454)	(\$8,672)	(\$8,672)
2	\$9,340	(\$8,829)	\$0	\$511	(\$8,162)
3	\$14,124	(\$13,806)	\$0	\$318	(\$7,844)
4	\$13,548	(\$11,758)	\$0	\$1,791	(\$6,053)
5	\$12,997	(\$11,282)	\$0	\$1,715	(\$4,338)
6	\$12,468	(\$10,825)	\$0	\$1,642	(\$2,696)
7	\$11,960	(\$10,387)	\$0	\$1,573	(\$1,123)
8	\$11,473	(\$9,967)	\$0	\$1,506	\$383
9	\$11,006	(\$9,563)	\$0	\$1,443	\$1,826
10	\$10,558	(\$9,176)	\$0	\$1,382	\$3,208
11	\$10,128	(\$8,805)	\$0	\$1,323	\$4,531
12	\$9,716	(\$8,449)	\$0	\$1,268	\$5,799
13	\$9,321	(\$8,107)	\$0	\$1,214	\$7,013
14	\$8,942	(\$7,779)	\$0	\$1,163	\$8,176
15	\$8,578	(\$7,464)	\$0	\$1,114	\$9,290
16	\$0	\$0	\$0	\$0	\$9,290
17	\$0	\$0	\$0	\$0	\$9,290
18	\$0	\$0	\$0	\$0	\$9,290
19	\$0	\$0	\$0	\$0	\$9,290
20	\$0	\$0	\$0	\$0	\$9,290

CBA: Hillary's Expansion Assistance

\$30,000 Grant split equally between City, County & Network Kansas

APPENDIX 2: Discounted Annual Results (Continued)

USD 497: Annual Results (discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$10,305	(\$5,026)	\$0	\$5,280	\$5,280
2	\$15,619	(\$4,986)	\$0	\$10,632	\$15,912
3	\$24,154	(\$7,840)	\$0	\$16,313	\$32,225
4	\$23,172	(\$5,010)	\$0	\$18,162	\$50,387
5	\$22,230	(\$4,807)	\$0	\$17,423	\$67,810
6	\$21,326	(\$4,613)	\$0	\$16,714	\$84,523
7	\$20,460	(\$4,426)	\$0	\$16,034	\$100,557
8	\$19,628	(\$4,247)	\$0	\$15,381	\$115,938
9	\$18,830	(\$4,075)	\$0	\$14,756	\$130,694
10	\$18,065	(\$3,910)	\$0	\$14,155	\$144,849
11	\$17,331	(\$3,752)	\$0	\$13,579	\$158,428
12	\$16,627	(\$3,600)	\$0	\$13,027	\$171,456
13	\$15,952	(\$3,454)	\$0	\$12,497	\$183,953
14	\$15,304	(\$3,315)	\$0	\$11,989	\$195,942
15	\$14,682	(\$3,180)	\$0	\$11,502	\$207,443
16	\$0	\$0	\$0	\$0	\$207,443
17	\$0	\$0	\$0	\$0	\$207,443
18	\$0	\$0	\$0	\$0	\$207,443
19	\$0	\$0	\$0	\$0	\$207,443
20	\$0	\$0	\$0	\$0	\$207,443

State of Kansas: Annual Results (discounted)					
Year	Revenues	Costs	Incentives	Net	Cumulative
Pre-Operation	\$0	\$0	\$0	\$0	\$0
1	\$195,170	\$0	\$0	\$195,170	\$195,170
2	\$167,255	\$0	\$0	\$167,255	\$362,425
3	\$160,486	\$0	\$0	\$160,486	\$522,912
4	\$153,991	\$0	\$0	\$153,991	\$676,903
5	\$147,759	\$0	\$0	\$147,759	\$824,662
6	\$141,780	\$0	\$0	\$141,780	\$966,442
7	\$136,042	\$0	\$0	\$136,042	\$1,102,484
8	\$130,536	\$0	\$0	\$130,536	\$1,233,020
9	\$125,253	\$0	\$0	\$125,253	\$1,358,273
10	\$120,184	\$0	\$0	\$120,184	\$1,478,457
11	\$115,320	\$0	\$0	\$115,320	\$1,593,778
12	\$110,653	\$0	\$0	\$110,653	\$1,704,431
13	\$106,175	\$0	\$0	\$106,175	\$1,810,607
14	\$101,878	\$0	\$0	\$101,878	\$1,912,485
15	\$97,755	\$0	\$0	\$97,755	\$2,010,240
16	\$0	\$0	\$0	\$0	\$2,010,240
17	\$0	\$0	\$0	\$0	\$2,010,240
18	\$0	\$0	\$0	\$0	\$2,010,240
19	\$0	\$0	\$0	\$0	\$2,010,240
20	\$0	\$0	\$0	\$0	\$2,010,240

Addendum C: Lawrence/Douglas County EDC Letter



February 5, 2018

Public Incentive Review Committee (PIRC)
Care of: Britt Crum-Cano
Economic Development Coordinator
City of Lawrence
6 E. 6th Street
Lawrence, KS 66044

To Whom It May Concern:

Regarding the \$30,000 public funding request to support the expansion of DEW – Drink Eat Well, d.b.a. Hilary's Eat Well, LLC, the Lawrence Metropolitan E-Community, a revolving loan program operating under the auspices of the Chamber of Lawrence Kansas, has tentatively agreed to grant \$10,000 from its loan fund.

The grant, approved by the e-community's financial review board on January 31, 2018, is contingent upon the project's ability to solicit the remaining \$20,000 needed through other public funding mechanisms.

Several factors, such as Hilary's B-Corp certification, culture of community engagement and its commitment to hiring low-income/under-served employees rated very highly in the review board's decision to provide funding.

Given these and other factors, e-community leadership feels that the return on investment more than warrants community support and would encourage like consideration from other public funding bodies.

Sincerely,

Adam Handschy
Director of Programs & Business Development
The Chamber of Lawrence, KS
718 New Hampshire
Lawrence, KS 66044



DOUGLAS COUNTY ZONING & CODES DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
SUBJECT: ZTBU-2018-0001, Temporary Business Permit for placement of a temporary SoDAR unit to collect wind data on MNL Farms LLC property at 220 E 1100 Rd
DATE: March 28th, 2018
FROM: Sean Reid, Zoning & Codes Director
Tonya Voigt, Planning & Zoning Coordinator

BACKGROUND:

Tower Associates, LLC has submitted an application for a Temporary Business Use Permit for the placement of a temporary meteorological instrument intended to measure the scattering of sound waves created by atmospheric turbulence. This device, called a Triton Sonic Wind Profiler, or SoDar unit, is used to measure wind speed at various heights above the ground. This device is about 8 feet tall and is mounted on an 8' x 10' single axle trailer. This unit is used as an alternative to the installation of MET towers to measure the wind potential of a site. This tool is a data collection device that seeks information to determine if placing temporary MET towers is viable. Temporary MET tower data collection is used to determine potential siting for a permanent wind farm.

Land Use

Existing Use: Agricultural

Proposed Use: SODAR – Meteorological data collection equipment

Surrounding Uses:

Rural residential and agricultural. Private landing strip and existing communication tower located to the east. The SoDAR unit is compatible with farming operations and does not interfere with communications equipment.

Zoning

Existing Zoning: A (Agricultural) District.

Proposed Zoning: No proposed change to existing district

Urban Growth Boundary: Property is not located in any designated urban growth boundary and is not located within 3 miles of another incorporated City in Douglas County.

Site Characteristics

Environmental Factors: Southwest portion of property includes Class 2 soils. Majority of property is sloped less than 3%.

Floodplain: Southwest corner of property is encumbered by regulatory floodplain. Proposed equipment will not be located in floodplain.

Adverse Impacts on Natural Environment

None identified

Length Vacant as Zoned

Zoning was established in 1966. Property is used for agricultural purposes.

Detrimental Effect on Nearby Properties

None identified

Public Gain

None identified

Public Services Availability

No services are required for use. No utilities needed for the unit. The unit runs on batteries that are charged by solar panels.

Access from existing public roads and farm entrance.

Compatibility with Surrounding Uses

Unit is small and portable. No impact on surrounding uses.

The equipment will not impact tower or private landing strip nearby to the east.

Adequacy of Continued Maintenance

Equipment is temporary for data collection purposes. Maintenance is generally not anticipated other than to collect data and to remove equipment at end of collection period.

Recommended Time Limit

Applicant is requesting approval for a one year period, from April 2018 to April 2019, with the possibility of a six month extension.

APPLICABLE REGULATIONS:

Temporary Business Uses may be permitted in any zoning district upon review and finding by the Board of County Commissioners that the proposed use is in the public interest [re: section 12-319-5]. In making this determination, the Board is required to consider four factors:

1. the intensity and duration of the use,
2. the traffic that can be expected to be generated by the use,
3. the applicant's plans for dealing with sanitation and other public health and safety issues, and
4. other factors which the Board, in its discretion, determines will affect the public's health, safety and welfare.

At the March 14, 2018 BOCC meeting, commission directed staff to initiate a text amendment to the County Zoning regulations to define a process for wind energy equipment and devices that are preliminary, data collecting devices.

Typical application procedure requires an application be submitted a minimum of 28 days prior to the commencement date. A complete application was received on February 23, 2018.

The application is required to be accompanied by a plan showing the location of the temporary business use and to provide an explanation of the proposed activities.

A summary of the activities submitted with the application follows:

- Controlling traffic, parking and road conditions: N/A SoDAR is delivered by a pickup truck and single axel trailer. No parking or road construction will be required.
- Health Code: N/A SoDAR does not raise health or sanitation concerns as the SoDAR is a temporary meteorological device.
- Lighting: N/A SoDAR does not require any illumination.
- Security: N/A The trailer the SoDAR unit is mounted to has anti-theft locks. The SoDAR unit itself has anti tampering locks pre-installed.
- Township Fire Dept.: Wakarusa Fire Department and Emergency Services have been notified by staff prior to the County Commission meeting. The SoDAR unit is remotely monitored to ensure safe operating parameters. NextEra has supplied the exact location of the proposed location.

- Liability Insurance: [General liability & property insurance for the office/job trailer site will need to be on file with the Douglas County Zoning & Codes Department before operation begins.]

Additional questions staff believed to be relevant:

- Will an area need to be cleared to station the equipment? *No, the proposed SoDAR location is sited to eliminate the need of tree or brush clearing.*
- What is the planned access to place the equipment? *NextEra will contact the property owner to access the proposed location by existing entrances. NextEra will not construct new or temporary access to proposed location.*
- How frequently is the equipment checked? *SoDAR unit is remotely monitored and will have limited onsite inspections.*

** [Notations in purple above are applicant's responses.]*

Public notice of the temporary business use was mailed to property owners within 1000' on February 15, 2018. The Zoning & Codes Department has received no inquiries or calls in response to the notice sent.

A public hearing is required to be held by the Board of County Commissioners on the temporary business permit application in accordance with section 12-319-5.01.f. The Commission may approve or deny the permit. If the permit is approved, the action the Commission takes need to include the **effective time period for the permit and all conditions under which the permit is granted.**

A Temporary Business Permit is issued to the applicant making the request. It is not assignable to another part without the Commission's consent [re:-12-391-5.01.g]

STAFF RECOMMENDATION:

Approval of the Temporary Business Permit for placement of a temporary SoDAR unit to collect wind data on MNL Farms LLC property at 220 E 1100 Rd. Applicant is requesting approval for a one year period, from April 2018 to April 2019, with the possibility of a six month extension.