

RESOLUTION NO. 94-42

**A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORS
OF DOUGLAS COUNTY OF A QUESTION AUTHORIZING THE BOARD
OF COUNTY COMMISSIONERS TO LEVY A 1% COUNTYWIDE
RETAILERS' SALES TAX.**

WHEREAS, the County and the Cities located within the county have certain capital improvement projects which they desire to fund;

WHEREAS, the Board of County Commissioners (hereinafter, the **BOARD**) has determined that it is desirable and in the best interests of the public that a proposition be submitted to the qualified electors of Douglas County to determine whether a countywide retailers' sales tax at the rate of 1% shall be imposed for the purpose of financing the expansion and operation costs of the county jail; the acquisition, construction and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence-Douglas County Health Department; and

WHEREAS, pursuant to K.S.A. (1993 Supp.) 12-187 the Board is authorized to by resolution submit such a proposition to a vote of the electors of Douglas County.

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

Section 1. Pursuant to K.S.A. (1993 Supp.) 12-187 a question of imposing a countywide retailers' sales tax at the rate of 1% shall be submitted to the qualified electors of Douglas County, Kansas, at the November 1994, General Election.

Section 2. The following proposition is hereby submitted to the Douglas County Election Officer for inclusion on the ballot in the November, 1994 General Election:

Shall a countywide retailers' sales tax in the amount of 1% be imposed by the Board of County Commissioners of Douglas County, Kansas, the revenue from which shall be received, pursuant to State law, by Douglas County, the City of Baldwin City, the City of Eudora, the City of Lawrence, and the City of Lecompton, and shall be used by Douglas County for general governmental purposes, including the issuance of sales tax revenue and general obligation bonds, and also including, but not limited to the following purposes:

- 1. The expansion and operation of the county jail, and attendant improvements and related costs;*
- 2. The acquisition, construction, and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence-Douglas County Health Department, and attendant improvements and costs; and*

3. *The reduction of ad valorem property tax levies as established and determined by Douglas County;*

and pursuant to an interlocal agreement Douglas County and the City of Lawrence have agreed that the sales tax revenue shall be used by the City of Lawrence for general governmental purposes, including but not limited to the following purposes:

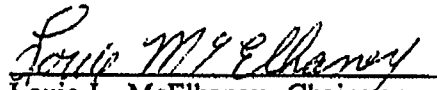
- 1. The development and operation of parks and recreation facilities and programs, including the acquisition of property, attendant improvements and related costs, pursuant to the City of Lawrence's adopted comprehensive plan for parks and recreation;*
- 2. The acquisition, construction, and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence-Douglas County Health Department, and attendant improvements and costs; and*
- 3. The reduction of ad valorem property tax levies as established and determined by the City of Lawrence.*


Section 3. The County Election Officer shall conduct an election on this proposition in the manner provided by law.

Section 4. If a majority of the votes cast and counted is in favor of the proposition, the Board shall levy such tax as provided by law.

ADOPTED this 7th day of September, 1994.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS


Louie L. McElhaney, Chairman


Mark A. Buhler, Member

Resolution No. 94-42

ATTEST:

Patty Jaimes
Patty Jaimes, County Clerk

James A. Chappell, Member

TAX: ~~STATE~~ COUNTY SALES 1994
GARY H. WILSON

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of Aug, 1994, by and between The Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as **COUNTY**) and the City of Lawrence, Kansas (hereinafter referred to as **CITY**).

RECITALS

WHEREAS, the County and City both desire that the question of whether or not the County should impose a countywide retailers' sales tax at the rate of 1% be submitted to the qualified electors of Douglas County, Kansas, at the November 1994, General Election;

WHEREAS, the County and City wish to enter into an agreement stating the purposes for which each will spend the revenue received from such tax; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.* provides that local governmental units may enter into interlocal agreements with other local governmental units.

AGREEMENT

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

1. *Purposes.* The purposes for which the parties have entered into this Agreement are to agree to submit to the electors of Douglas County the question of whether or not the County should impose a countywide retailers' sales tax at the rate of 1%; to define the form of the question which shall be included on the ballot; and to state the purposes for which the revenue received from such tax will be used by each party.

2. *Submission of Question.* The question of whether or not the County should impose a countywide retailers' sales tax at the rate of 1% shall be submitted to the qualified electors of Douglas County, Kansas, at the November 1994, General Election.

3. *Use of Revenue by County.* If the question is answered by the electors affirmatively the County shall use all revenue obtained from the sales tax for general governmental purposes, including the issuance of sales tax revenue and general obligation bonds, and also including, but not limited to the following purposes:

- a. The expansion and operation of the county jail, and attendant improvements and related costs;
- b. The acquisition, construction, and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence-Douglas County Health Department, and attendant improvements and costs; and

- c. The reduction of ad valorem property tax levies as established and determined by Douglas County.

4. *Use of Revenue by City.* If the question is answered by the electors affirmatively the City shall use all revenue obtained from the sales tax for general governmental purposes, including the issuance of sales tax revenue and general obligation bonds to the extent permitted by law, and also including, but not limited to the following purposes:

- a. The development and operation of parks and recreation facilities and programs, including the acquisition of property, attendant improvements and related costs, pursuant to the City of Lawrence's adopted comprehensive plan for parks and recreation;
- b. The acquisition, construction, and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence-Douglas County Health Department, and attendant improvements and costs; and
- c. The reduction of ad valorem property tax levies as established and determined by the City of Lawrence.

5. *Form of Question.* The question which shall be included on the ballot at the November 1994 General Election shall be that which is contained in the resolution to be passed by the County, a copy of which is attached hereto as Exhibit A and incorporated by reference as if more fully set out herein.

6. *Termination.* This agreement shall terminate upon the occurrence of any one of the following events:

- a. The failure of the qualified electors of Douglas County to approve the imposition of the countywide sales tax at the November 1994 General Election; or
- b. The repeal of the sales tax after its levy.

7. *Administration.* For sales tax revenue received by the County, the Board of County Commissioners shall be responsible for determining the appropriate appropriation thereof. For sales tax revenue received by the City, the governing body of the City shall be responsible for determining the appropriate appropriation thereof. Provided, in the case of the use of sales tax revenue for the acquisition, construction, and improvement of facilities for the Bert Nash Mental Health Center, the Douglas County Visiting Nurses Association, and the Lawrence Douglas County Health Department, and attendant improvements and costs, the Board of County Commissioners and the governing body of the City shall serve as the joint board for

administering the joint undertaking and acquiring, holding and disposing of real personal property used in the joint undertaking.

8. *Approval and Authorization.* Each of the parties warrants and represents by the execution of this Agreement that this Agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution or ordinance duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

9. *Duration.* The duration of this Agreement shall be perpetual, unless terminated as herein provided.

10. *Survival of Representations and Warranties.* All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

11. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

12. *Applicable Law.* This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

13. *Venue.* It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this Agreement, or of any breach of the agreement herein, venue of an action concerning such dispute shall be in the District Court of Douglas County, Kansas.

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

15. *Effective Date.* This Agreement shall take effect upon its approval by the Attorney General of the State of Kansas, upon the filing of the Agreement with the Register of Deeds of each of Douglas County and with the Kansas Secretary of State.

16. *Prior Agreements.* This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

The Board of County Commissioners of Douglas County,
Kansas

by Louis McElhoney
Chairman

Attest:

Pete J. Jerni
County Clerk

COUNTY

The City of Lawrence, Kansas

by Steve McHale
Mayor

Attest:

[Signature]
APPROVED:

CITY

Attorney General of the State of Kansas