BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

FRIDAY, JUNE 27, 2003

9:00 A.M.

-Tour of the Robert J. Dole Institute of Politics

MONDAY, JUNE 30, 2003

8:30 A.M.

-Convene
-Pledge of Allegiance
-Consider approval of minutes of June 23, and June 24, 2003

CONSENT AGENDA

(1) (a) Consider approval of Commission Orders
(b) Consider approval of Construction Engineering Force Account Proposal (LPA) for Project No. 23C-3688-01/Route 1029 Construction Project (Keith Browning)
(c) Consider Contract(s) for Highway Purposes for Project No. 23C-3688-01, County Route 1029, E 600 Road (Keith Browning)

REGULAR AGENDA

(2) Consider adoption of city county agreement to provide for the city improvement of O'Connell Road

(3) Consider new copier solution (Jackie Waggoner)

(4) Consider approval of resolution establishing a permanent speed limit on a portion of E 400 Road (Keith Browning)

(5) Budget Hearings

(6) Other Business
(a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
(c) Miscellaneous
(d) Public Comment

(7) Adjourn

TUESDAY, JULY 1, 2003

8:30 A.M.

-Convene
-Budget Hearings

WEDNESDAY, JULY 2, 2003

6:35 P.M.

-Convene

-Planning Item: CUP-12-16-02: Approval of conditions for Conditional Use Permit request for Eudora Quarry #68. The property is generally described as being located at the northwest corner of N 1200 Road and E 2400 Road. (Legal description is on file at the Planning Office.) Requested by N.R. Hamm Quarry, Inc., for Katherine L. Neis, property owner of record. This item was originally approved by the County Commission on May 21, 2003 with approval of conditions deferred to a later meeting. (Brian Pedrotti)

MONDAY, JULY 7, 2003

8:30 A.M.

-Convene

-Budget Hearings (if necessary)

TUESDAY, JULY 8, 2003

8:30 A.M.

-Convene

-Budget Hearings (if necessary)

WEDNESDAY, JULY 9, 2003

8:30 A.M.

-Convene

-Budget Hearings (if necessary)

6:35 P.M.

-Recognition of volunteers who contributed to May 8th tornado response and recovery (Paula Phillips)

-Public hearing regarding Petition for Attachment of Land to Rural Water District #4

-Presentation of new marketing brochures, update on Economic Development Strategic Plan, and update on Economic Development activities (Lynn Parman)

-Consider approval of vicious dog resolution

MONDAY, JULY 14, 2003

-Light agenda

-Consider approval of Douglas County Community Corrections FY04 Budget (Ron Stegall)

WEDNESDAY, JULY 16, 2003

-Light agenda or no meeting

MONDAY, JULY 21, 2003

-No Commission Meeting

WEDNESDAY, JULY 23, 2003

-No Commission Meeting

MONDAY, JULY 28, 2003

-Light agenda
-Consider approval of publication of 2004 budget

WEDNESDAY, JULY 30, 2003

-Light agenda or no meeting

MONDAY, AUGUST 4, 2003

-Light agenda or no meeting

WEDNESDAY, AUGUST 13, 2003

6:35 P.M.
-Public hearing on 2004 budget

JUNE 23, 2003

Chairman Johnson called the meeting to order at 1:09 P.M. on Monday, June 23, 2003. All members were present. The Pledge of Allegiance was recited.

Jones made a motion to approve the minutes of March 24, April 23, and June 9, 2003. McElhaney seconded and the motion carried unanimously.

CONSENT AGENDA 06-23-03
McElhaney made a motion to approve the following Consent Agenda:

- Approve Commissioners Order No. 5145. Order is on file in the office of the County Clerk.

Motion was seconded by Jones and carried unanimously.

PURCHASING & CONTRACTS 06-23-03
The Board discussed the recommendation of the contract award for long distance services. Jackie Waggoner, Purchasing Agent, was present for the discussion. On May 12, 2003, the Board authorized staff to negotiate with SBC Global Services for long distance services. Committee members from the City of Lawrence, Lawrence Public Schools, and Douglas County met and finalized a contract with SBC Global Services. The following table outlines the negotiated items to be incorporated in the contract:

Original Proposal	Negotiated Proposal
Intrastate Rate: .07/minute Interstate Rate: .046/minute	Intrastate Rate: .068/minute Interstate Rate: .03/minute
Three entities included in SBC's proposal	Lawrence Public Schools chose to not participate in the contract at this time
Annual commitment of $30,000 (collectively from three entities -- Douglas County, City of Lawrence, and Lawrence Public Schools). Receive a $5,000 customer loyalty payment to be shared.	Waive customer loyalty payment to establish lower rates. Based upon participation by Douglas County and the City of Lawrence, would require a minimum annual commitment of $12,000 for both agencies

Jones made the motion to approve the contract for long distance services with SBC Global Services. Motion was seconded by McElhaney and carried unanimously.

BUDGET 06-23-03
The Board conducted budget hearings. No action was taken.

ACCOUNTS PAYABLE 06-23-03

Jones moved approval of accounts payable in the amount of $321,122.91 to be paid 6/23/03. Motion was seconded by McElhaney and carried unanimously.

Jones moved for adjournment; McElhaney seconded and the motion carried unanimously.

Bob Johnson, Chairman	Jere McElhaney, Member
ATTEST:	
Patty Jaimes, County Clerk	Charles Jones, Member

JUNE 24, 2003

Chairman Johnson called the meeting to order at 9:04 A.M. on Tuesday, June 24, 2003. All members were present. The Pledge of Allegiance was recited.

BUDGET 06-24-03
The Board conducted budget hearings. No action was taken.

Jones moved for adjournment; McElhaney seconded and the motion carried unanimously.

Bob Johnson, Chairman	Jere McElhaney, Member
ATTEST:	
Patty Jaimes, County Clerk	Charles Jones, Member

(1)(b)

Douglas County

Department of Public Works

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 KB

Date : June 24, 2003

Re : Consent Agenda Approval for Construction Engineering Force Account Proposal (LPA) for Project No. 23C-3688-01/ Route 1029 Construction Project

Attached is a proposal to be submitted to KDOT under terms of which this department would provide construction inspection services for the Route 1029 project scheduled for bid opening this August. Upon KDOT's acceptance of this proposal, we will enter into an agreement for our staff to provide quality control inspection and related contract administration for the referenced project. The county will be reimbursed for 80% of all inspection costs covered under this agreement.

The local match (20%) will be paid from regular salaries.

Action Required: Consent Agenda approval of the Force Account Proposal in the amount of $162,827.44, and BOCC signatures on both proposals (2).

1242 Massachusetts Street, Lawrence, Kansas 66044-3350 / Fax No. (785) 841-0943
Telephone No. (785) 832-5293 / E-Mail dgcopubw@douglas-county.com

Project No. 23 C-3688-01

City of _____

Douglas County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Force Account)

The City/County of Douglas, hereinafter referred to as the "LPA" (Local Public Authority) has reviewed the plans and specifications for the above noted project and based on this information, the LPA submits the following proposal to perform the construction engineering:

1. The LPA desires to perform the construction engineering work for the on-site inspection and testing, contract administration and may include surveying on the above noted project.

2. The LPA desires to perform the work in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.

3. The LPA has stated that it _X_ does or ___ does not desire federal participation in the cost of the construction engineering services for this project.

4. The work performed by the LPA will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

   A. The LPA agrees to:

      (1) Attend all conferences designated by the Kansas Department of Transportation (KDOT), or required under the terms of the Agreement.

      (2) Designate a Project Engineer/Project Manager who shall serve as the LPA's Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer.

Keep such daily diaries; logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

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 records 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. Statement 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, 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) Prepare and submit, if desired by the LPA, partial payment invoices for services rendered by the LPA, but not to exceed one submittal per month.

(10) 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.

(11) 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.

(12) Prepare and submit a certification of Project completion.

(13) Prepare and submit a final payment voucher for services rendered by the LPA.

(14) Comply with OMB Circular No. A-128.

(15) Prepare and deliver (when Project is completed) 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 bench marks
   2. Location of government bench marks
   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

5. The services performed by the SECRETARY will be as per terms of the Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

(1) Make available to the LPA sufficient copies of the Contract Documents, plans, 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 services under this Agreement for the Project to the same standards required of the KDOT's personnel.

(2) 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 services under this Agreement to the same standards required of the KDOT's personnel.

(3) 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.

(4) Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.

(5) 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.

(6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). 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 services performed under this Agreement and all construction activities performed under the Contract Documents.

(7) 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.

B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

6. The LPA has been advised that the anticipated services to be performed will start in 20 03, and be completed by 20 04 with the estimated number of contractor working days 135.

7. The LPA will save the SECRETARY and the SECRETARY's authorized representatives harmless from all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.

8. The LPA will make all documents and accounting records pertaining to the cost of the services for the Project available at the LPA's office to representatives of the SECRETARY, FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.

9. The LPA will comply with all federal, state and local laws and ordinances applicable to the work to be performed hereunder.

10. The Force Account total cost proposal proposed by the LPA for the performance of work is supported on the Attachment Marked "Exhibit A". The LPA will request reimbursement of the Federal Share of the actual costs not to exceed the upper limit of compensation. The fees proposed are as follows:

A. The Actual Costs (upper limit of compensation for work detailed in this proposal) amount of $ 162,827.44 .

B. Other _____

_____

11. The LPA will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.

12. The LPA may request a partial payment each month; however, partial payment requests will be limited to $1000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the SECRETARY. Final payment to the LPA should be made within ninety (90) days after receipt of proper billing and final approval by the SECRETARY.

13. The LPA's accounting system, cost records and overhead factors may have to be reviewed by the SECRETARY's Fiscal Management Department at the time a three (3) party agreement is prepared by the SECRETARY.

14. It is understood by the LPA that if the LPA does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be cancelled.

15. The LPA's project Engineer/Project Manager for this project will be _____
Douglas A. Stephens
whose Certification Number is 730 (expiration date is 4/4/07) and
whose work address is 1242 Massachusetts St., Lawrence, Ks 66044
and mailing address is same
and work telephone is (785) 832-5298 .

The Chief Inspector for the LPA for this project will be _____
Nolan Packard
whose Certification Number is 1896 (expiration date is 2/25/05) and
whose work address is 1242 Massachusetts St., Lawrence, Ks 66044
and mailing address is same
and work telephone is (785) 832-5293 .

16. The above proposal indicates our interpretation of the work to be performed by the LPA. Additional information will be furnished as required.

17. The LPA requests the KDOT to prepare an Agreement for the performance of the described construction engineering work by the LPA.

Recommend for Approval:

~~City~~/County Engineer

Appropriate Local Official:

Mayor/Chairperson of
Board of County Commissioners

Member

Member

Date

EXHIBIT A

Project No. 23C-3688-01
Douglas County
Sheet 1 of 1
23-Jun-03

Supporting Data Sheet
for
ESTIMATE OF ENGINEERING FEE

A. Direct Payroll; Contract Administration

Work Type		Employee	Estimated Hours	Average Salary	Extension
1. Field Inspection	(a)	Eng(s) &/or Manager	120	$29.50	$3,540.00
	(b)	Technician(s)	3,200	$21.44	$68,608.00
				Subtotal	$72,148.00
2. On-Site Testing	(a)	Eng(s) &/or Manager	30	$29.50	$885.00
	(b)	Technician(s)	800	$21.44	$17,152.00
				Subtotal	$18,037.00
3. Surveying	(a)	Eng(s) &/or Manager	64	$29.50	$1,888.00
	(b)	Technician(s)	280	$21.44	$6,003.20
				Subtotal	$7,891.20
4. Final Paper Preparation	(a)	Eng(s) &/or Manager	20	$29.50	$590.00
	(b)	Technician(s)	540	$21.44	$11,577.60
				Subtotal	$12,167.60
		Total Direct Payroll Costs			$110,243.80

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
(a) Engineer &/or Manager	234	$29.50	$6,903.00
(b) Technician(s)	4,820	$21.44	$103,340.80
	Total Direct Payroll Costs		$110,243.80

B. Salary Related Benefits (43.33%) $47,768.64

C. Total Payroll plus Overhead (A + B) **$158,012.44**

D. Other Direct Expenses (Travel, Postage, Misc.)

Vehicle	Mileage	Rate	Extension
Truck #101	10,500	$0.250	$2,625.00
Truck #110	4,050	$0.250	$1,012.50
Truck #103	3,810	$0.250	$952.50
Truck #100	900	$0.250	$225.00

Total Other Direct Expenses **$4,815.00**

TOTAL FORCE ACCOUNT ESTIMATE **$162,827.44**

Special Attachment No. 5

Listing of Inspection Staff

The following personnel are available to perform the work on this project when required

Certification and Expiration Dates

		INSPECTION						TESTING													
Name	Cert No.	BI	API	CPI	STR	IMSA	II AC	ACI AGF	ACI AGL	AMF	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC	QC/QA ASPHALT	QC/QA CONCRETE
Doug Stephens	730	4/07	4/07	4/07	4/07						3/05							11/06		
Nolan Packard	1896	2/05	2/05	2/05	2/05			3/08			4/05					2/08		11/06		
Charles Quinn	1981	12/07	12/07	12/07	4/08			3/08			11/03									
Jerry Rolfs	1739	4/07	4/07	4/07	4/07						2/04									
Curt Chaney	1297	4/07	4/07	4/07	4/07						4/05									
Andrew Morrow	1574	12/06		4/07	4/07															
Brad Ayers	1901	2/05	2/05	2/05							4/05									

DOUGLAS COUNTY PUBLIC WORKS
KDOT PROJECT NO. 23 C-3688-01
SUPPLEMENTAL LPA EMPLOYEE INFORMATION
24-Jun-03

EMPLOYEE NAME	EMPLOYEE #	TITLE	RATE/ HOUR
DOUGLAS A. STEPHENS	109	ET IV-INSPECTION	* $26.53
NOLAN PACKARD	154	ET III - INSPECTION	* $18.63
CHARLES QUINN	119	ET III - INSPECTION	* $19.17
JERRY ROLFS	152	ET II - RIGHT OF WAY	$15.49
CURT CHANEY	117	ET III - SURVEY	$19.66
ANDREW MORROW	105	CE I - DESIGN	$21.86
BRAD AYERS	120	ET III - DESIGN	$17.29
MARK WORKMAN	103	CE III - DESIGN	** $29.50

Exhibit A based upon the salaries shown below:
Technician: Average salary of inspection section employees (Emp # 109, 154, 119) = $21.44
Engineer: Based upon the actual salary of our Chief Design Engineer (Emp#103=$29.50)

To Whom it May Concern:

To the best of my knowledge the payroll benefit expenses incurred by Douglas County, Kansas are as follows:

	Regular Time	Overtime
FICA	6.20%	6.20%
Medicare	1.45%	1.45%
KPERS	3.67%	3.67%
Unemployment Insurance	0.13%	0.13%
Worker's Compensation	5.26%	5.26%
Health Insurance	14.11%	
Leaves (Vacation,Sick, Holiday)	12.51%	
TOTAL BENEFIT PACKAGE	**43.33%**	**16.71%**

Sincerely,

Keith A. Browning
signature

Keith A. Browning
name (print)

Public Works Director / County Engineer
title

(2)

Memorandum

To: Mike Wildgen, City Manager
From: David Corliss, Assistant City Manager
Date: June 23, 2003
Re: Financing Agreement for O'Connell Road

The City and the Kansas Department of Transportation have been cooperating on the planned improvement of O'Connell Road from 23rd Street to approximately north of N1300 Road (31st Street alignment). This project is both in the capital improvement plan and capital improvement budget. The residential development to the west and the likely requests for development in this area indicate the importance of this project. The planned improvement will be a three lane street, with bicycle lanes, sidewalks on both sides and a roundabout at 28th Street. The City is currently acquiring right-of-way and other property interests for the planned improvement, to begin construction this fall.

Through KDOT, the City's obligation is limited to design, property acquisition, and 20% of the construction/inspection costs. The total project estimate is $3,600,000, with KDOT paying approximately $2,400,000.

In order to meet the project timeline for bidding later this year, staff recommends the adoption of a City/County agreement to provide the City with the debt financing authority to issue bonds for the city's obligations for the project. There would be no County financial obligation for the project, however, County approval of the necessary road designation and City/County agreement is required. There will be no special assessments on any property for this project.

City staff has earlier indicated that annexation of the property adjoining the area would allow for the appropriate debt financing. In the preparation of the necessary annexation reviews, City staff has encountered a number of substantial policy questions from property owners related to the annexation. (These issues primarily focus on the ability of the property owners to handle special assessments for other City services (e.g. sanitary sewer, roads) which will likely follow annexation; other issues include appropriate land uses for the area). These issues will require additional time and attention that will not allow for a timely bidding of the project by KDOT. Staff plans to spend additional time on this issue before proceeding with the necessary annexation reports and reviews.

Recommendation:

Adopt the City/County agreement and the necessary funding resolution for the project.

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF DOUGLAS COUNTY, KANSAS DESIGNATING COUNTY ROAD E 1600 (O'CONNELL STREET), FROM EAST 23RD STREET (KANSAS HIGHWAY 40) TO COUNTY ROAD N 1300 AS A PRIMARY ARTERIAL HIGHWAY PURSUANT TO K.S.A. 68-580 ET SEQ.

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

Section 1. County Road E 1600 (O'Connell Street), from East 23rd Street (Kansas Highway 40) to County Road N 1300, is hereby designated a primary arterial highway pursuant to K.S.A. 68-580 et seq.. The road is proposed to be improved by the widening of the road and such other related and necessary improvements. The estimated cost for the improvement of the road is approximately $3,600,000, with the Kansas Department of Transportation contributing approximately $2,400,000 for the improvements. The City of Lawrence, Kansas and the County desire to cooperate in the improvement.

Section 2. The cooperative agreement concerning the improvement of O'Connell Street (also known as County Road E 1600) from East 23rd Street (Kansas Highway 40) to County Road N 1300 between the County and City is hereby approved in substantially the form presented to the Governing Body on the date hereof, with such changes as shall be approved by the Board and City, the approval of such changes to be conclusively evidenced by the execution of the Agreement by the parties.

Section 3. The County Clerk shall provide an attested copy of this Resolution to the City Clerk of the City of Lawrence, Kansas.

Section 4. This resolution shall be effective upon its publication in the official county newspaper.

Adopted this _____ day of _____, 2003.

_____
Jere McElhaney, County Commission

_____
Robert Johnson, County Commissioner

_____
Charles Jones, County Commissioner

ATTEST:

_____
Patty Jaimes, County Clerk

DRAFT

COOPERATION AGREEMENT BETWEEN THE CITY OF LAWRENCE AND DOUGLAS COUNTY CONCERNING THE ENGINEERING DESIGN AND CONSTRUCTION OF O'CONNELL STREET IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and the County of Douglas County, State of Kansas, (hereinafter referred to as the "County").

RECITALS

Whereas, K.S.A. 68-580 et seq. authorizes the County and the City to enter into an agreement providing for the cooperative financing of construction , reconstruction, maintenance and repair of primary and secondary arterial highways, including the acquisition of right-of-way for the project, together with all engineering and associated design costs; and

Whereas, Douglas County has adopted Resolution No _____ designating O'Connell Street (County Road) from 23rd Street (Kansas Highway 10) to E 1300 Road, an existing County Road and City street, as a primary arterial highway, such resolution describing the general nature of the improvement to be the widening of the roadway with all necessary and related improvements, "the improvement", and such resolution further providing that the total cost is estimated at approximately $3,600,000, with the Kansas Department of Transportation contributing approximately $2,400,000 for the improvement; and

Whereas, the County and the City desire to cooperate in the improvement, with the County not paying any share of the cost of the improvements and the City paying all of the additional local share of the project cost;

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

Section 1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Purposes. The purposes for which the parties have entered into this agreement are to cooperate in the financing of the engineering design and construction of the improvement of O'Connell Road (County Road No. E 1600 Road) from 23rd Street (Kansas Highway 10) to County Road E1300.

Section 3. Cooperation in Financing of the Improvement.

The County and the City desire to cooperate in the improvement, with the County not paying any amount for the improvement and the City paying all of the local share of the project cost. The County shall cooperate in the acquisition of right-of-way and easements for portions of the project located in the unincorporated portions of the county. The County shall approve, upon the recommendation of the City Engineer and the County Engineer, the plans for the improvement. The City shall be the lead agency for the implementation and administration of all contracts for the design and construction of the improvement. Nothing in this Agreement shall create a financial obligation or commitment on the part of the County.

Section 4. Notice to Issue Bonds for the Financing of the Improvement.

Both the City and the County shall cause to be published any required notice pursuant to K.S.A. 68-584 of the intent to issue bonds to finance the improvement.

Section 5 Termination. This agreement may be terminated by either party upon the giving of 180 days written notice to the other party.

Section 6. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution 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.

Section 7. Duration. The duration of this Agreement shall be perpetual, unless terminated as herein provided.

Section 8. Survival of Representation and Warranties. All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

Section 9. 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.

Section 10. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 11. 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 action concerning such dispute shall be in the District Court of Douglas County, Kansas.

Section 12. 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.

Section 13. Effective Date. This Agreement shall take effect upon the date first set out above.

Section 14. 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.

DOUGLAS COUNTY, KANSAS

This Agreement is approved, as authorized by the Board of Commissioners of Douglas County, Kansas on the _____day of _____, 2003.

_____
Jere McElhaney, Board of Commissioners

_____
Robert Johnson, County Commissioner

_____
Charles Jones, County Commissioner

ATTEST:

_____
Patty Jaimes, County Clerk

CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the governing body of the city of Lawrence, Kansas this _____day of _____, 2003.

_____
David M. Dunfield, Mayor

ATTEST:

_____
Frank S. Reeb, City Clerk

DRAFT

RESOLUTION NO.

A RESOLUTION OF LAWRENCE, KANSAS PROVIDING FOR PAYMENT OF THE COST OF IMPROVEMENTS TO OCONNELL STREET (ALSO KNOWN AS COUNTY ROAD E 1600) FROM EAST 23RD STREET (KANSAS HIGHWAY 10) TO COUNTY ROAD N1300, INCLUDING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY AND APPROVING AN AGREEMENT WITH DOUGLAS COUNTY, KANSAS, FOR THE COOPERATIVE FINANCING OF THE IMPROVEMENTS.

WHEREAS, K.S.A. 68-580 et seq. (the "Act") provides for the designation and improvement of primary and secondary arterial highways and for the financing of the cost of such improvement; and

WHEREAS, by Resolution No. , the Board of County Commissioners (the "Board") of Douglas county, Kansas (the "County") designated the existing county road and City of Lawrence, Kansas street known as O'Connell Street (also known as County Road E 1600) from East 23rd Street (Kansas Highway 10) to County Road N1300 as a primary arterial highway (the "Highway") and proposed improving the Highway by widening and making other related and necessary improvements (the "Improvements"); and

WHEREAS, the County and the City have agreed to cooperate in the Improvements to the Highway, and the Governing Body of the City finds it necessary and advisable to issue general obligation bonds of the city under the Act to finance its share of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS, AS FOLLOWS:

Section 1. Cooperative Agreement. The Cooperative Agreement concerning the Improvements to O'Connell Street (also known as County Road E 1600) from East 23rd Street (Kansas Highway 10) to County Road E 1300 (the "Agreement") between the County and the City is hereby approved in substantially the form presented to the Governing Body on the date hereof, with such changes as shall be approved by the board and the City, the approval of such changes to be conclusively evidenced by the execution of the Agreement by the parties.

Section 2. Financing Authority. The estimated cost of the Improvements is $3,600,000, and the Governing Body authorizes the issuance of general obligation bonds (the "Bonds") of the City in an amount not to exceed $1,200,000 plus any issuance expenses and any interest on temporary notes, to pay its share of the cost of the Improvements. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after the adoption date of this Resolution, exclusive of the costs of temporary financing. The City hereby states its intent to reimburse itself for any capital expenditures it has paid or may hereafter pay with the proceeds of the Bonds.

Section 3. Bond Requirements. The principal amount of the bonds is less than one half percent (1/2%) of the assessed tangible valuation of the city ($629,033,427) and the total amount of City Bonds outstanding under the Act, including the Bonds when issued, will not exceed the amount equal to two percent (2%) of the assessed tangible valuation of the City. The Bonds may be issued, unless a petition, signed by qualified electors equal to not less than two percent (2%) of the qualified electors of the City is filed in the office of the City Clerk within 60 days after publication of the notice of intent referenced in Section 4. If such a petition is so filed, the Bonds may not be issued until approved by a majority of City electors, voting on the question of the issuance thereof a regular or special election called for that purpose.

Section 4. Publications. The City Clerk is directed to publish a notice of intent to issue the bonds in substantially the form attached hereto as Exhibit A once each week for two consecutive weeks in the official City newspaper.

Section 5. Effective Date. This Resolution shall be effective from and after adoption by the Governing Body.

Adopted by the governing body this _____ day of _____, 2003.

_____

David M. Dunfield, Mayor

ATTEST:

_____

Frank S. Reeb, City Clerk

NOTICE OF INTENT

TO: All Residents of the City of Lawrence, Kansas

You are notified that by resolution duly adopted, the board of County Commissioners of Douglas County, Kansas (the "County") has: (a) designated the County road and City of Lawrence, Kansas, street known as O'Connell Street (also known as County Road E 1600) from East 23rd Street (Kansas Highway 10) to County Road N 1300 as a primary arterial highway pursuant to K.S.A. 68-850 et seq. (the "Act") and (b) proposed the improvement of the road by widening and making other related necessary improvements (the "Improvements") at an estimated cost of $3,600,000 (with the Kansas Department of Transportation contributing approximately $2,400,000 to such cost.)

You are further notified that by resolution duly adopted, the governing body of the City of Lawrence, Kansas (the "City") has (a) authorized the City's participation in the Improvements and the City's share of the cost being $1,200,000 and (b) authorized the issuance of general obligation bonds (the "Bonds") of the City pursuant to the provisions of the Act in an amount not to exceed $1,200,000 plus any issuance expenses and any interest on temporary notes, to finance its share of the costs of the first phase of the Improvements.

You are hereby further notified that this Notice of Intent shall be published once each week for two consecutive weeks in the official City newspaper and if, within 60 days following the date of the last publication date hereof, a petition signed by not less than two percent (2%) of the qualified electors of the City is filed with the City Clerk, the Bonds may not be issued until the issuance thereof shall have been approved by a majority of qualified electors of the City voting on the question of such issuance at a regular or special election called and held for that purpose. If no such protest petition is timely filed with the City Clerk, the city will proceed with the issuance of the Bonds for the Improvements.

(3)

Douglas County

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Agent
Division of Purchasing

SUBJECT: Consider New Copier Solution

DATE: June 26, 2003

In March the Board approved a 12-month rental agreement (including maintenance) for thirteen (13) copiers with Logan Business, and maintenance of our existing thirty-one (31) copiers with Century United. Our estimated annual cost for this agreement was $38,081 ($24,119; Logan Business & $13,962; Century United). These cost did not include the Law Library and Community Corrections. Funding for these two copiers would be from another source. During our process of finalizing our agreement and preparing for installation, Logan Business asked to withdraw their proposal.

In exploring our option to address equipment needs and the budget shortfall, we again solicited informal bids. The attached table summarizes five bids for fourteen (14) copiers, and maintenance of twenty-seven (27) existing copiers. Vendors were allowed to provide options for new and/or refurbished equipment. Estimated volumes for maintenance (includes all supplies except paper and staples) were established using our annual history.

As you can see, Savin Corporation and Century United are the only two authorized for service of our existing copiers. To provide you our best estimated annual cost I have combined maintenance for both new and existing, plus equipment cost. While Century United provides the lowest cost, all of the equipment proposed is refurbished and did not meet all the requirements. Considering the next low cost submitted by Savin Corporation, provided new equipment for eleven out of fourteen copiers. Some advantages for selecting new equipment from Savin are:

- Approximately thirty percent (30%) cost reduction next year when we go through the formal bidding process.
- The equipment would be more reliable.
- Would be able to have our copier contracts centralized.
- Will provide replacement equipment (up to 10 copiers) for existing copiers with service issues.

The estimated annual cost for the Law Library and Community Corrections would be approximately $8,000 - $9,000 annually.

My recommendation would be accept the bid submitted by Savin Corporation in the amount of $54,561.31. I will be at available at the meeting (or before) to discuss our options

	DOCUMENT PRODUCTS	SAVIN CORPORATION	IMAGING SOLUTION	CENTURY UNITED	IMAGE PRO
	12 Month Rental	**12 Month Rental**	**12 Month Lease FMV**	**12 Month Lease**	**12 Month Lease FMV**
Equipment Proposed	4 - 4030 New 4 - 2310 Refurbished 6 - 4230 Refurbished	8 - 4045 New 2 - 4035 New 3 - 2518 (keep) 1 - 9925 New	5 - 450N New 1 - 350N New 3 - 235 New 1 - 407 Refurbished 1 -505N Refurbished 2 - 405 Refurbished 1 - 337 Refurbished	14 - Reconditioned Digital Copiers (35-65 cpm); no scanning, hole punch, or saddle stitch	7 - 450N New 3 - M350N New 3 - M208 New 1 - Refurbished?
Monthly Equipment Cost	2,933	$2,800	Included in Maintenance Cost	$3,250	$4,539.50
Annual Equipment Cost	**$35,196**	**$33,600**	**0**	**$39,000**	**$54,474**
Maintenance Cost (14) - New	$13,957.79 (370,328 @ .0085; 940,000 @ .0115)	$9,172.30 (1,310,328 @ .007)	$60,930.26	$154.92 (10,328 @ .015; 1,300,000 included in equipment cost)	$12,623.15 (110,000 @ .01; 1,200,328 @.0096)
Maintenance Cost (27) - Existing	$11,789.01 w/ Savin	$11,789.01 (1,309,890 @.009)	$11,789.01 w/ Savin	$12,574.95 (1,309,890 @ .0096)	$11,789.01 w/ Savin
Annual Maintenance Cost	**$25,746.80**	**$20,961.31**	**$72,719.27**	**$12,729.87**	**$24,412.16**
Combined Annual Cost	**$60,942.80**	**$54,561.31**	***$72,719.27**	**$51,729.87**	**$78,886.16**

* Proposed the contract run from install date through December 31, 2004 (18 months). Cost is calculated on 18 months.

Douglas County

Department of Public Works

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 : June 25, 2003

Re : Resolution to Establish a Permanent Speed Limit on a Portion of E 400 Road

You will recall that temporary speed limits were established on E 400 Road and N 1700 Road during construction of the Route 442 safety improvements project. The speed limits were to be removed at the conclusion of the Route 442 project. Kanwaka Township has requested that the 25 mph speed limit on E 400 Road from Route 442 north 0.6 miles be made permanent. The 35 mph speed limit on E 400 Road from this point north would be removed, as would the speed limits on N 1700 Road.

This section of E 400 Road is very narrow and hilly with several residential entrances. The character of this roadway section is different than other township roads in the vicinity. An unfamiliar driver may not recognize the changing roadway characteristics prior to entering the section, and therefore may not adequately adjust their speed without the speed limit regulation. It is my opinion that establishing a permanent 25 mph speed limit for this section of E 400 Road is appropriate.

Assuming the BOCC approves the permanent speed limit, this department will leave the 25 mph speed limit signs in place, and invoice the township for the signs and posts.

Action Required: Approval of the attached resolution establishing a 25 mph speed limit on E 400 Road from Route 442 north 0.6 miles.

1242 Massachusetts Street, Lawrence, Kansas 66044-3350 / Fax No. (785) 841-0943
Telephone No. (785) 832-5293 / E-Mail dgcopubw@douglas-county.com

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A TWENTY-FIVE (25) MILES PER HOUR MAXIMUM SPEED LIMIT ON A PORTION OF E. 400 ROAD IN KANWAKA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560(h), local authorities who have jurisdiction over county or township highways may determine the proper maximum speed for such county or township highways and shall declare a reasonable and safe maximum speed limit thereon; and,

WHEREAS, Douglas County is the local authority having jurisdiction over the following described township highway, to-wit:

> that portion of E. 400 Road described as: beginning at the intersection with Douglas County Route No. 442, also known as N. 1600 Road, thence northerly along said E. 400 Road a distance of six-tenths (6/10) mile and terminating at said point; and,

WHEREAS, Douglas County Public Works has investigated the above described township highway and determined that the maximum speed limit, as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist; and,

WHEREAS, Douglas County Public Works, on behalf of Kanwaka Township Board, has requested the Douglas County Commission to establish a twenty-five (25) miles per hour maximum speed limit for the above described township highway; and,

WHEREAS, the Board of County Commissioners finds and declares that twenty-five (25) miles per hour is a reasonable and safe maximum speed limit for the above described township highway.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that a maximum speed limit of twenty-five (25) miles per hour be established for the above described township highway; and,

BE IT FURTHER RESOLVED, that this speed limit shall become effective when appropriate traffic control signs giving notice thereof are erected upon the above described township highway.

ADOPTED this _____ day of_____, 2003.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

_____
Bob Johnson, Chairman

ATTEST:

_____
Jere McElhaney, Member

_____
County Clerk

_____
Charles Jones, Member