

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 17, 2016

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider accessing cooperative contract for remodel of restroom in JLE Building (Jackie Waggoner);
- (c) Consider acquisition of permanent easement for Structure No. 9.41N-18.00E (Michael Kelly);
- (d) Consider approving Douglas County's participating in the Outreach, Prevention and Early Intervention Services Program with a funding match of \$225,000 (Dan Partridge);
- (e) Consider recommendation of vehicles purchase for Sheriff's office (Ken McGovern);
- (f) Consider recommendation of equipment purchase for Sheriff's office (Ken McGovern);
- (g) Consider contract recommendation for commodity flow study (Jackie Waggoner)-*Backup to follow Monday*; and
- (h) Consider authorization for Emergency Communications Director to approve 1016 Service and Maintenance Agreement with Spillman Technologies (Randy Roberts)

REGULAR AGENDA

- (2) Consider recommendation to amend the 2016 personnel authorization to include Assistant to the County Administrator at pay range 14. (Craig Weinaug)
- (3) Consider approval of annual contract tow negotiation fees (Drew Vincent)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - Lawrence Douglas-County Health Board (1) position 03/16
 - Heritage Conservation Council (2) positions 05/16
 - Community Corrections Board (2) positions 01/16 and 05/16
 - Health Board
- (c) Public Comment
- (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, FEBRUARY 24, 2016

-Consider letter of support to KDOT for closure of the E 1200 Rd (Kasold) at-grade intersection with K-10 (Keith Browning)

6:00 p.m.

-CUP-15-00467; the 2015 annual review of Hamm Buchheim Quarry at 1453 E 550 Road and request for extended review timeframe. Mary Miller is the Planner.

WEDNESDAY, MARCH 2, 2016

WEDNESDAY, MARCH 9, 2016

WEDNESDAY, MARCH 16, 2016 – Light or cancelled

WEDNESDAY, MARCH 23, 2016

WEDNESDAY, MARCH 30, 2016

WEDNESDAY, APRIL 6, 2016

- Presentation of Champion for Child Abuse and Neglect Prevention Award (Diana Frederick)
- Proclamation for "Child Abuse Prevention Month" (Diana Frederick)

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Accessing Cooperative Contract for Remodel of Restrooms

DATE: February 4, 2016

In 2015 staff was notified by someone, who attended a court hearing, that they had difficulties using our public restrooms in the Judicial & Law Enforcement Center (JLE) which do not meet current ADA standards.

Treanor Architects was asked to provide options to assist the County in bringing the six public restrooms in compliance with ADA Guidelines. Treanor felt a majority of the scope of work could be accomplished without extensive architectural documents by providing plan drawings and instructions to a qualified contractor. For this reason, they broke their fees for service into components that would allow the County to determine the correct level of service for what needed to be achieved. Below describes these components and cost options:

Field Measure and draw existing conditions:	\$ 510
Design and Draw ADA Compliant Solution:	\$1,180
Prepare Construction Drawings and Specifications for Bid:	\$2,360
Observe Construction and Approve Shop Drawings and Pay Application:	\$1,500

While considering the options, we explored two cooperative contracts for general contractors: National IPA (Intergovernmental Purchasing Alliance) with KBR and NJPA (National Joint Powers Alliance) with The Wilson Group. Both contracts were established through a competitive bidding process, rates were established using construction cost catalogs, and awarded to experienced bonded and insured general contractors. Administrative approval was provided for Treanor to design and draw ADA compliant solution for a cost of \$1,180 with the intent of accessing one of the cooperative contracts. The following bids were received from the cooperative contractors:

National IPA; KBR	\$41,643.60
NJPA; The Wilson Group	\$25,456.18

Funds are available in the Special Building Fund for this project. We ask that you provide the County Administrator with the authority to approve change orders up to 10% (\$2,545.62) of the total cost for any unforeseen expenses.

RECOMMENDATION: The Board of County Commissioners access the NJPA contract with The Wilson Group to upgrade the public restrooms in the Judicial & Law Enforcement Center for an amount of \$25,456.18, and authorize the County Administrator to approve change orders up to 10% of that amount.



DOUGLAS COUNTY PUBLIC WORKS

3755 East 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglas-county.com
www.douglas-county.com

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
Michael D. Kelly, P.S., County Surveyor

DATE : February 9, 2016

RE : Drainage Structure Replacement; Structure No. 9.41N – 18.00E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located approximately 4 miles southeast of Lawrence on E1800 Road. Plans were developed in-house and negotiations with pertinent landowners for permanent and temporary easement have been completed.

Construction is currently planned for March 2016 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

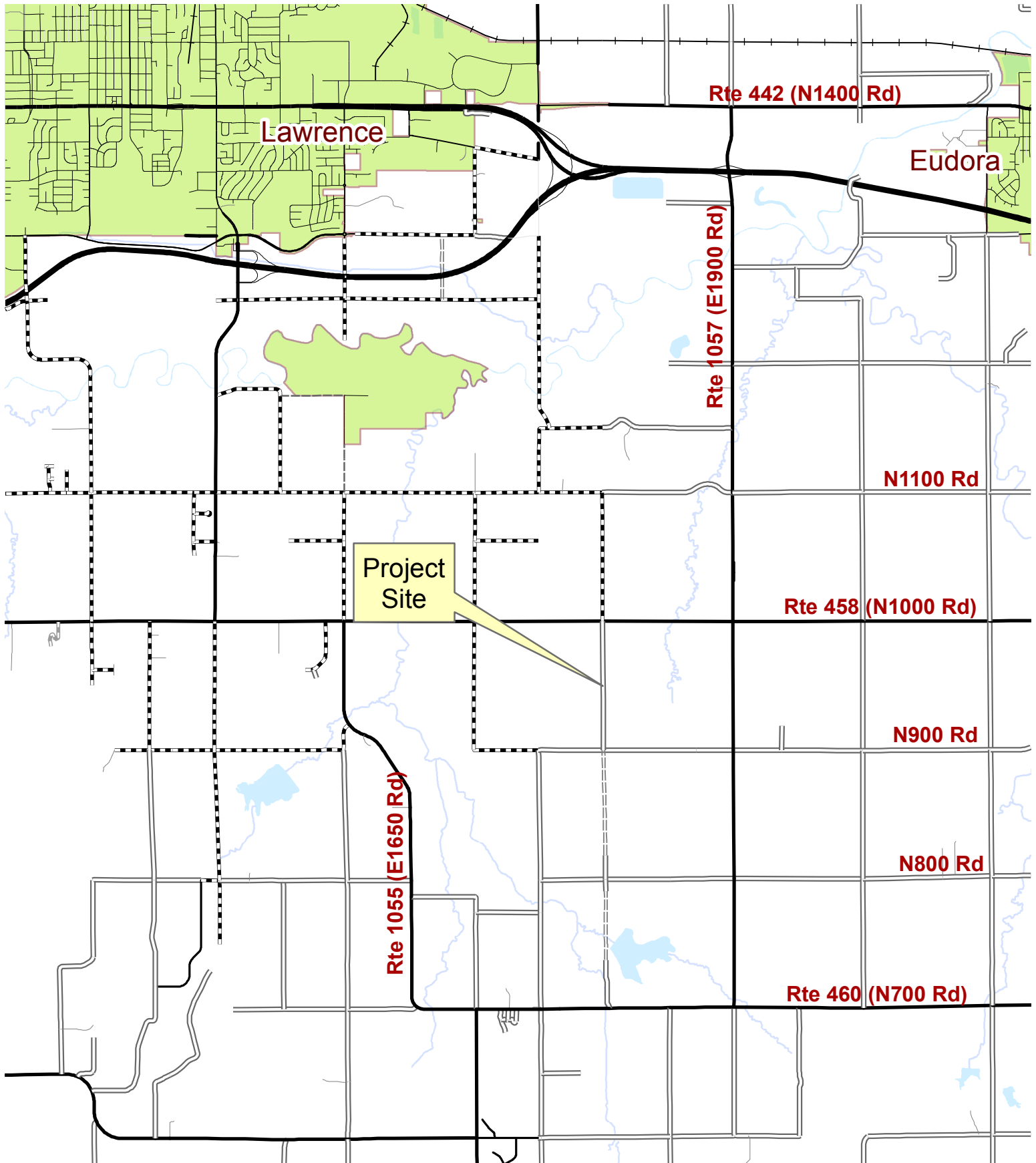
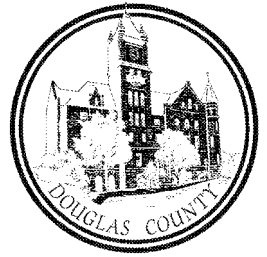
ACTION REQUIRED: Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 9.41N – 18.00E.

General Location Map

Str. No. 9.41N - 18.00E



1 inch = 1 mile



MEMORANDUM

DATE: 01/20/2016

TO: Commissioner Jim Flory
Commissioner Mike Gaughan
Commissioner Nancy Thellman
County Administrator Craig Weinaug
Assistant County Administrator Sarah Plinsky

FROM: Director of Administrative Services Jennie Henault

RE: State Fiscal Year (SFY) 2017 Medicaid Match

In 2009, the Lawrence-Douglas County Health Department (LDCHD) Board of Health entered into a contract with the Kansas Health Policy Authority to provide a Healthy Families America program in Douglas County. The contract has since been moved to the Kansas Department of Health and Environment (KDHE) within the Division of Health Care Finance.

All contracts for Healthy Families Kansas Programs must be between KDHE, the County Board of Commissioners and the local health department. Therefore we are asking you to consider the attached letter and if agreeable, sign the document so that we may continue to provide the Healthy Families program. Your signature on this letter does not obligate you to expend any additional County funds.

CC: Dan Partridge

January 20, 2016

KDHE - Division of Health Care Finance
Attn: Julie Figgs, Contracts Manager
900 SW Jackson, 9th Floor
Landon Building
Topeka, KS 66612-1220

Dear Ms. Figgs:

The Douglas County Commissioners wish to participate in the Outreach, Prevention and Early Intervention Services program and understand that a match is required. The source for matching dollars will be from local taxes which will be sent to the Lawrence-Douglas County Health Department and there are adequate tax funds to provide the \$225,000 match.

Sincerely,

Jim Flory, Chairman
Board of County Commissioners
Douglas County, Kansas

OFFICE OF



THE SHERIFF

Jim Martin, Undersheriff
Operations
111 E. 11th St.
Lawrence, KS 66044
(785)841-0007, Fax (785)841-5168

KENNETH M. MCGOVERN
Sheriff

Gary Bunting, Undersheriff
Corrections
3601 E. 25th St.
Lawrence, KS 66046
(785)830-1000, Fax (785)830-1085

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: February 05, 2016

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase six 2016 Chevrolet Tahoe Police vehicles, two 2016 Ford Police Interceptor Utility Vehicles and one 2016 Ford F-150 Special Service Vehicle. This purchase would total \$ 311,165.00 and is necessary to ensure the continued reliable operation of our vehicles. The funding for this purchase is currently available in the 2016 Sheriff's Office budget in the vehicle equipment reserve line item.

These nine vehicles would replace nine late model and/or high mileage vehicles that are currently in operation. This purchase would be made utilizing the MACPP joint vehicle bid and the state contract. Multiple contract awards were given to different dealerships during the MACPP bid process. The purchasing entity determines which dealer to choose based on best pricing, location, etc.

I would like to complete the purchase of these vehicles with Shawnee Mission Ford, Roberts Chevrolet and Don Hattan Chevrolet. Shawnee Mission Ford appears to provide the Ford vehicles with the options needed at the lowest cost, Roberts Chevrolet appears to provide one Chevrolet Tahoe with the LS options needed at the lowest cost, and Don Hattan Chevrolet through the state contract appears to provide the remaining five Chevrolet Tahoe Police vehicles with the options needed at the lowest cost.

I recommend that the BOCC authorize the Sheriff to complete the purchase of these vehicles. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Don Hattan Chevrolet Inc. and GMAC
P.O. Box 4659
Wichita, KS 67204-0659
Attn: Kenny Sweet

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Capt. Steve Buchholz

STATE / AREA CONTRAC' 40680

Contact: Capt. Steve Buchholz (785-832-5226)
Date:

Bill To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Kim Hertach

Approved by the BOCC on ***DATE***

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ state contract specifications and contract terms		\$ -	\$ -
			5	2016 Chevrolet Tahoe 4 wheel drive police pursuit vehicle with specified standard equipment		\$ 35,628.00	\$ 178,140.00
			5	Delete daytime running lights (9G8)		\$ 10.00	\$ 50.00
			5	Posi-traction locking 3.08 ratio differential (G80)		\$ 255.00	\$ 1,275.00
			5	DRL compatible, headlamp flasher module with control wire and body control module rear lamp flashing (6J7)		\$ 426.00	\$ 2,130.00
			5	Factory installed spotlight, black driver's side (7X6)		\$ 435.00	\$ 2,175.00
			5	Delivery: Wichita to Lawrence, 160 miles at \$1.25 per mile		\$ 200.00	\$ 1,000.00
				Exterior color: Tungsten metallic, interior color: Black cloth		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 184,770.00

Approved By: _____

Ken McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Roberts Chevrolet Buick
1600 Prairie View Road
Platte City, Mo 64079
Attn: Dean Meier

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Capt. Steve Buchholz

STATE / AREA CONTRACT 40680

Contact: Capt. Steve Buchholz (785-832-5226)
Date:

Bill To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Kim Hertach

Approved by the BOCC on ***DATE***

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ state contract specifications and contract terms		\$ -	\$ -
			1	2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr LS (CK15706) with specified standard equipment		\$ 36,135.00	\$ 36,135.00
			1	LS Upgrade		\$ 4,073.00	\$ 4,073.00
			1	Transfer Case, Active, 2-Speed Electronic Autotrac		\$ 100.00	\$ 100.00
			1	Recover Hooks, 2 Front, Frame-Mounted, Black		\$ 50.00	\$ 50.00
			1	Destination Charge		\$ 1,195.00	\$ 1,195.00
				Exterior color: slate grey metallic, interior color: Jet Black Cloth		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 41,553.00

Approved By: _____

Ken McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Gary Bunting

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226
Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2016 Ford F-150 4x4 SSV (Item #39)		\$ 26,777.00	\$ 26,777.00
			1	Cab Steps, Both Sides Factory (18B)		\$ 214.00	\$ 214.00
			1	Cruise control (50S)		\$ 192.00	\$ 192.00
			1	Power Windows/Locks		\$ 998.00	\$ 998.00
			1	Key, All in One		\$ 200.00	\$ 200.00
			2	Key, Chip		\$ 200.00	\$ 400.00
			1	Helm CD Rom		\$ 175.00	\$ 175.00
			1	Positive traction rear axle (XL9)		\$ 401.00	\$ 401.00
			1	Heavy Duty Trailer Tow Package (53A)		\$ 422.00	\$ 422.00
				Exterior Color: Magnetic (J7), Interior Color: Dark Charcoal		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 29,779.00

Approved By: _____
Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Captain Steve Buchholz

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226

Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2016 Ford Police Interceptor-Utility AWD with Specified Options Listed		\$ 26,158.00	\$ 26,158.00
			1	Preferred Equipment Pkg (65U)		\$ 341.00	\$ 341.00
			1	Mirrors - Outside heated (549)		\$ 53.00	\$ 53.00
			1	Reverse Sensing (76R)		\$ 240.00	\$ 240.00
			1	Roof Rack Side Rails (68Z)		\$ 136.00	\$ 136.00
			1	Badge Delete (16D)		\$ -	\$ -
			1	Remote Start (DI)		\$ 425.00	\$ 425.00
			1	Manual - HELM CD ROM		\$ 175.00	\$ 175.00
			1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Ingot Silver, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 27,531.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Captain Steve Buchholz

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226
Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2016 Ford Police Interceptor-Utility AWD with Specified Options Listed		\$ 26,158.00	\$ 26,158.00
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			1	Reverse Sensing (76R)		\$ 240.00	\$ 240.00
			1	Roof Rack Side Rails (68Z)		\$ 136.00	\$ 136.00
			1	Badge Delete (16D)		\$ -	\$ -
			1	Remote Start (DI)		\$ 425.00	\$ 425.00
			1	Manual - HELM CD ROM		\$ 175.00	\$ 175.00
			1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Shadow Black, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 27,531.00

Approved By: _____
Kenneth McGovern, Sheriff

Date: _____

OFFICE OF



THE SHERIFF

Jim Martin, Undersheriff
Operations
111 E. 11th St.
Lawrence, KS 66044
(785)841-0007, Fax (785)841-5168

KENNETH M. MCGOVERN
Sheriff

Gary Bunting, Undersheriff
Corrections
3601 E. 25th St.
Lawrence, KS 66046
(785)830-1000, Fax (785)830-1085

MEMORANDUM

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: February 05, 2016

Subject: Consider Recommendation of Equipment Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase eight Watch Guard digital in car video systems. The purchase total for the eight systems would be \$44,810. The funding for this purchase is currently available in the 2016 Sheriff's Office budget in the vehicle equipment line item.

The eight video systems would replace seven late model standard definition in car video systems and add an in car video system to one of our Court Security prisoner transport vehicles.

I would like to complete the purchase of the camera systems with Watch Guard. Watch Guard offers a high definition video system, unlike our current systems, allowing for higher quality video.

I recommend that the BOCC authorize the Sheriff to complete the purchase of these camera systems. Attached, you will find a copy of the Watch Guard purchase quote. I will be available to answer any questions you may have.

Attachments

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name: Douglas County Kansas Sheriff Department
Contact Person: Captain Steve Bucholz
Contact Info: 785-832-5226
Date: January 24, 2016

4RE & VISTA Price Estimate

Provided By: Kyle Keling
Contract #:

TOTAL PROJECT ESTIMATED AT
\$44,810.00

4RE In-Car System and Options

		Quantity
4RE-200-GPS-PAN	4RE In-Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.	8
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0
4RE Audio Expansion	Upgrade to Audio Expansion. Adds support for dual HiFi Mics.	0
MOBILE APP	4RE Mobile App. Laptop Interface software.	0

MSRP	Direct	Extended
\$ 5,675.00	\$ 4,995.00	\$ 39,960.00
\$ 300.00	\$ 275.00	\$ -
\$ 125.00	\$ 100.00	\$ -
\$ 85.00	\$ 50.00	\$ -

4RE Interview System and Options

		Quantity
4RE-200-DOM-INT	4RE Interview Room Camera System. Includes dome camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera. Price does not include installation.	0
CAM-BST-101-NEW	4RE Interview Room Dome Camera with audio	0
CAM-INT-PIR-COV	4RE Interview Room Covert Camera	0
CAM-INT-PIN-103	4RE Interview Room Pinhole Camera	0

MSRP	Direct	Extended
\$ 5,675.00	\$ 4,995.00	\$ -
\$ 240.00	\$ 200.00	\$ -
\$ 240.00	\$ 200.00	\$ -
\$ 210.00	\$ 175.00	\$ -

4RE Motorcycle System

		Quantity
4RE-64S-GPS-VTY	4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900 MHz Hi Fidelity wireless microphone, hardware & cabling and 1 yr. warranty.	0
4RE-64S-GPS-HND		0
4RE-64S-GPS-HAR		0
4RE-64S-GPS-BMW		0

MSRP	Direct	Extended
\$ 5,830.00	\$ 5,295.00	\$ -

Wireless Video Transfer and Networking Options

		Quantity
4RE-WRL-KIT-05C	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	8
HDW-ETH-SWT-001	4RE, Power Over Ethernet / Gigabit 4-port Switch	0

MSRP	Direct	Extended
\$ 345.00	\$ 200.00	\$ 1,600.00
\$ 180.00	\$ 150.00	\$ -

Camera Configuration Options

		Quantity
CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional	0
WGA00485	Auxiliary Camera	0

MSRP	Direct	Extended
\$ 220.00	\$ 195.00	\$ -
\$ 220.00	\$ 195.00	\$ -

Microphone Options

		Quantity
DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0
TRANSMITTER	Wireless Transmitter (additional / replacement)	0

MSRP	Direct	Extended
\$ 789.00	\$ 699.00	\$ -
\$ 110.00	\$ 99.00	\$ -
\$ 385.00	\$ 345.00	\$ -

4RE Hardware Warranties 1st year is included with a new 4RE purchase.

		Quantity
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	0
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	0
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 155.00	\$ 100.00	\$ -
\$ 255.00	\$ 200.00	\$ -
\$ 380.00	\$ 325.00	\$ -
\$ 505.00	\$ 450.00	\$ -

Evidence Library 4 Web 4RE Device License and Combo-Discount License

		Quantity
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License <i>Includes 1st Year of Software Maintenance</i>	8

MSRP	Direct	Extended
\$ 180.00	\$ 150.00	\$ 1,200.00

Miscellaneous Options and Accessories

		Quantity
RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	0
CUSTOM 1	Used for additional items, offers or discounts	0

MSRP	Direct	Extended
\$ 85.00	\$ 75.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Total 4RE Equipment \$ 42,760.00

Manual Adjustments

NOTE- 7 Panoramic camera for Patrol, 1 additional Cabin IR for Transport Van

\$ -

Notes: Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate.
ESTIMATE VALID FOR 30 DAYS

Subtotal: \$ 42,760.00

UPS Ground Shipping: \$ 200.00

Taxes: 0.0% \$ -

4RE TOTAL: \$ 42,960.00

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name: Douglas County Kansas Sheriff Department
Contact Person: Captain Steve Bucholz
Contact Info: 785-832-5226
Date: January 24, 2016

4RE & VISTA Price Estimate

Provided By: Kyle Keling
Contract #:

TOTAL PROJECT ESTIMATED AT
\$44,810.00

Evidence Library, CLOUD-SHARE and Software Maintenance

	Quantity
KEY-EL4-SRV-001 Evidence Library 4 Web Server Site License	1
SFW-EL4-CLD-BAS Basic CLOUD-SHARE Including 24 Shares Per Device	8
SFW-MNT-EL4-002 Software Maintenance, Evidence Library, 2nd Year	0
SFW-MNT-EL4-003 Software Maintenance, Evidence Library, 3rd Year	0
SFW-MNT-EL4-004 Software Maintenance, Evidence Library, 4th Year	0
SFW-MNT-EL4-005 Software Maintenance, Evidence Library, 5th Year	0
SFW-SQL-CAL-R21 Additional Software CAL, SQL Server 2008 R2, 1 CAL Pack	0
SFW-SQL-CAL-R25 Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	0

MSRP	Direct	Extended
\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
\$ 150.00	\$ -	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 100.00	\$ 90.00	\$ -
\$ 460.00	\$ 410.00	\$ -

Watch Commander Live Video Streaming Application

	Quantity
SFW-WCM-KIT-100 Watch Commander Live Video Streaming Application	0
SFW-WCM-LIC-FEE Watch Commander Annual License Fee, 1st Year (Months 1-12)	0
SFW-WCM-LIC-FEE Watch Commander Annual License Fee, 2nd Year (Months 13-24)	0
SFW-WCM-LIC-FEE Watch Commander Annual License Fee, 3rd Year (Months 25-36)	0
SFW-WCM-LIC-FEE Watch Commander Annual License Fee, 4th Year (Months 37-48)	0
SFW-WCM-LIC-FEE Watch Commander Annual License Fee, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 2,900.00	\$ 2,500.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -

Server Hardware and Software

	Quantity
HDW-4RE-SRV-102 3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2609 2.4GHz Quad Core, 8GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (SCAL), 3-Year full service (on-site or reimbursed) warranty. Small to Medium sized agency. 6-15 concurrent systems. <i>This server system does NOT include supporting equipment like keyboards, network switches, monitor, etc.</i>	0

MSRP	Direct	Extended
\$ 7,715.00	\$ 6,940.00	\$ -

Video Storage Drives will be added to server and/or JBOD

	Quantity
HDW-4RE-HDD-4TB 4TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	0
HDW-4RE-JBD-000 Optional JBOD Enclosure	0
HDW-4RE-RBT-000 Optional DVD Robot	0

MSRP	Direct	Extended
\$ 555.00	\$ 490.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Wireless Access Points

	Quantity
WAP-BLD-245-001 Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering	0
WAP-KIT-05G-001 WiFi Access Point Kit, 802.11n, 5GHz, Omni-Directional	0
WAP-BLD-05G-001 Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna	4

MSRP	Direct	Extended
\$ 3,270.00	\$ 3,270.00	\$ -
\$ 455.00	\$ 405.00	\$ -
\$ 285.00	\$ 250.00	\$ 1,000.00

Total IT Hardware and Software \$ 2,000.00

WatchGuard Video Technical Services

	Quantity
SVC-4RE-INS-100 4RE System Installation, In-Car (Per Unit Charge)	0
SVC-4RE-INS-101 4REm System Installation, Motorcycle (Per Unit Charge)	0
SVC-VID-REM-100 Video System Removal (Per Unit Charge)	0
SVC-4RE-RMT-410 4RE Remote System Setup, Configuration, Testing and Training (Must be approved by RSM. Quantity represents number of sites)	1
SVC-WGV-ONS-300 Access Point installations including cable runs (Work may be performed by a sub-contractor)	0

MSRP	Direct	Extended
Quote	Quote	\$ -
Quote	Quote	\$ -
Quote	Quote	\$ -
\$ 875.00	\$ 750.00	\$ 750.00
\$ 1,100.00	\$ 1,000.00	\$ -

Total Technical Services \$ 750.00

Manual Adjustments

Discount for access points needed

\$ (1,000.00)

Notes: Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate.
ESTIMATE VALID FOR 30 DAYS

Subtotal: \$ 1,750.00
UPS Ground Shipping: \$ 100.00
Taxes: 0.0% \$ -

Software & Server TOTAL: \$ 1,850.00

Financing for 4RE
*Estimate Only
Call for Detailed Quote*
Outside Texas

- Includes applicable warranty coverage
- You take ownership immediately. Fully paid off at end of term
- For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information

Payments	3-Year	4-Year	5-Year
Monthly	\$ 1,479	\$ 1,219	\$ 1,086
Quarterly	\$ 4,418	\$ 3,695	\$ 3,242
Semi-Annual	\$ 8,783	\$ 7,239	\$ 6,444
Annual	\$ 17,358	\$ 14,306	\$ 12,733

Note: This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

111 East 11th Street, Unit 200
Lawrence, KS 66044
phone: (785) 832-5237
fax: (785) 330-2801



email: eccdept@douglas-county.com
website: www.douglas-county.com

RANDY L. ROBERTS
Director

MEMORANDUM

To: Board of County Commissioners

From: Randy L. Roberts, Director

Re: Consent Agenda Item to approve annual service and maintenance contracts for DGCO Emergency Communications.

Date: February 9, 2016

Re: Consent Agenda item waiving formal bidding process and authorize staff to access the State of Kansas, Western States Contract Alliance, and related MARC (Mid America Regional Council) contracts for the annual service agreement with Spillman Technologies, Inc.

Spillman Technologies, Inc. (August 1, 2015-December 31, 2015)	\$56,530.00
Spillman Technologies, Inc. (January 1, 2016-December 31, 2016)	\$49,545.00

The total amount for this service agreement is \$56,075.00 and contains the initial five (5) months prorated at the conclusion of 2015. The funds for this service agreement are allocated in the E911 Tax Fund, and are not obligated through the General Fund as an operating cost. This service agreement covers the new CAD Dispatch computer operating system from the conclusion of the first year warranty beginning August 1, 2015.

Action Required: Consent agenda authorization for Emergency Communications Director to approve this 2016 Service and Maintenance agreement.

911 ADVISORY BOARD

SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

CHIEF RALPH OLIVER
Kansas University
Public Safety

CHIEF KEN KEITER
Eudora City Fire Department

Title: Assistant to the County Administrator	Grade: 14
Reports To: County Administrator	FLSA: Exempt
Department: Administrative Services	Modified Date:
	Status: Classified

JOB SUMMARY:

This is an exempt position that reports directly to County Administrator. This highly responsible professional position that provide staff assistance to the County Administrator and Assistant County Administrator with specific duties and responsibilities as well as significant portion of the position dedicated to special projects, assignments and reporting. Requires knowledge of public administration, County operations, budget and finance principles. Works closely with both appointed and elected department heads and assists with the implementation of policy decisions County-wide. Incumbent is afforded latitude in judgment and action, and is reviewed through reports, conferences and evaluation of results by the County Administrator. Work is performed with independence, initiative, judgment and discretion.

ESSENTIAL FUNCTIONS:

- Serves as the Freedom of Information Officer for Douglas County;
- Supervise the Heritage Conservation Coordinator and that function;
- Provide professional staff assistance to the County Administrator and Assistant County Administrator; undertake special assignments and projects; present research reports and recommendation to staff and elected officials for review
- Researches the type of equipment to purchase or programs to support, prepares bid specifications for equipment, projects and supplies; determines cost alternatives with pros and cons, and provides recommendations to County Administrator; prepares or reviews plans and specifications for the supplies, services, contracts;
- Receives and investigates, or assigns investigation of, public inquiries about department operations and follows up to ensure adequate resolution;
- Develops proposed policies, programs, and plans for addressing County needs; assists the County Commissioners with information related to decision-making concerning such policies, programs, and plans;

- Assumes administrative responsibility in areas assigned by the County Administrator;
- Conducts research and collects information on operation and administrative problems and issues; analyzes findings and makes recommendations on solutions; develops improved County procedures, methods, and systems of operation and monitors implementation thereof;
- Provides advice to department heads regarding policy interpretations pertinent to County problems, activities and services;
- Performs public education, speaking and outreach when new projects are being implemented and for ongoing activities;
- Responds to citizen inquiries and complaints; answers inquiries relating to overall County operations;
- Performs a wide variety of related administrative work as required.

SECONDARY FUNCTIONS: Performs other related duties as required.

SUPERVISORY FUNCTIONS: Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include supervising direct reports through coaching, interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

KNOWLEDGE:

- Knowledge of governmental budgeting and the principles of organization, management and supervision;
- Knowledge of Federal and State laws, rules, regulations pertaining to human resource management such as Equal Employment Opportunity, Title VII of the Civil Rights Act, Americans with Disabilities Act as Amended, Fair Labor Standards Act, Family and Medical Leave Act, Affordable Care Act;

SKILLS:

- Skill in negotiating;

ABILITY:

- Ability to provide effective leadership and coordination in developing solutions, recommending new techniques and supervising staff procedures;
- Ability to plan and coordinate a diverse number of activities simultaneously;

- Ability to communicate effectively, both orally and in writing, and to prepare, present and interpret complex reports;
- Ability to establish and maintain effective working relationships with varied groups, including the public.

COMPETENCIES:

To perform the job successfully, an individual should demonstrate the following competencies:

- Problem Solving - Identifies and resolves problems in a timely manner; works well in group problem solving situations;
- Customer Service - Manages difficult or emotional customer situations; responds promptly to customer needs; solicits customer feedback to improve service; responds to requests for service and assistance; meets commitments;
- Interpersonal Skills - Focuses on solving conflict, not blaming; maintains confidentiality; keeps emotions under control; remains open to others' ideas and tries new things;
- Communication - Listens and gets clarification, ability to read, write and understand instructions;
- Teamwork - Gives and welcomes feedback; contributes to building a positive team spirit; puts success of team above own interests; able to build morale and group commitments to goals and objectives;
- Attendance/Punctuality - Is consistently at work and on time; ensures work responsibilities are covered when absent; arrives at meetings and appointments on time;
- Dependability - Follows instructions, responds to management direction; takes responsibility for own actions; keeps commitments; commits to long hours of work when necessary to reach goals; completes tasks on time or notifies appropriate person with an alternate plan;
- Initiative - Volunteers readily; undertakes self-development activities; seeks increased responsibilities; asks for and offers help when needed;
- Innovation - Generates suggestions for improving work;
- Safety and Security - Observes safety and security procedures; determines appropriate action beyond guidelines; reports potentially unsafe conditions; uses equipment and materials properly;
- Ethics - Works with integrity and ethically.

- Leadership - Exhibits confidence in self and others; inspires respect and trust; reacts well under pressure; shows courage to take action; motivates others to perform well;
- Managing People - Provides direction and gains compliance; includes subordinates in planning; takes responsibility for subordinates' activities; makes self available to subordinates; provides regular performance feedback; develops subordinates' skills and encourages growth.

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- Valid Driver's License.

REQUIRED EDUCATION/OR EXPERIENCE:

Bachelor's degree from four-year college or university and one to five years experience; or equivalent combination of education and experience.

PREFERRED EDUCATION/OR EXPERIENCE:

Master's degree or equivalent and six to ten years related experience; or equivalent combination of education and experience.

PHYSICAL CONDITIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; sit, walk, use hands to finger, handle, or feel; reach with hands and arms and talk or hear. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision.

WORKING CONDITIONS:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SIGNATURE/APPROVAL

Employee

Date

Supervisor

Date

Department Director

Date

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.

Assistant to the County Administrator

Duties from County Administrator:	Duties from Assistant County Administrator:
- Assist with Legislative Platform Development and on-going legislative research during the legislative session	- Become the Freedom of Information Officer and serve as the internal resource for questions on the Kansas Open Records Act and public access to records, liaison with County Counsel on KORA issues.
Assist with preparation of the budget, including research and recommendations on specific issues to be decided by the County Commission	- Supervise the Heritage Conservation Coordinator and liaison with Heritage Conservation Council.
Responsibility for staffing e-community program and other similar programs.	- Coordinate with County Clerk, County Treasurer, County Appraiser, Budget Staff, County Counsel, City Staff on Neighborhood Revitalization Area Agreements
Responsibility for staffing the administration of grants received, including efforts such as working with the County Commission and the Delaware Nation to develop proposals for the use of their newly acquired lands.	- Develop and coordinate internal wellness committee efforts in conjunction with the Assistant County Administrator
Responsibility for determining the future plans for the county owned land and building located at 13 th and Massachusetts.	Responsibility for updates to Fairgrounds regulations including fairgrounds lease rates
Administer County's tow company regulations	- Capital Improvement Planning?
Administrative contract administration including review and analysis of the county's interlocal agreements with the municipalities of the county	- Position Budgeting?
Implementation and follow up on actions taken by the County Commission as assigned by the County Administrator.	

On-Going:

- Budget Development – CIP and/or Position Budgeting
- Responsibility for administration of ADA regulations.
- Responsibility for press releases, when appropriate

Sarah's project list

- Grant fund – project accounting clean up
- Outline each project in the Special Building Fund for 2016 and work with Marni to set up a Job Ledger for each project
- Position description writing and development – Fairgrounds, Sheriff, Public Works
- Personnel Policies – re-write and update
- Finance Policies – re-write and update

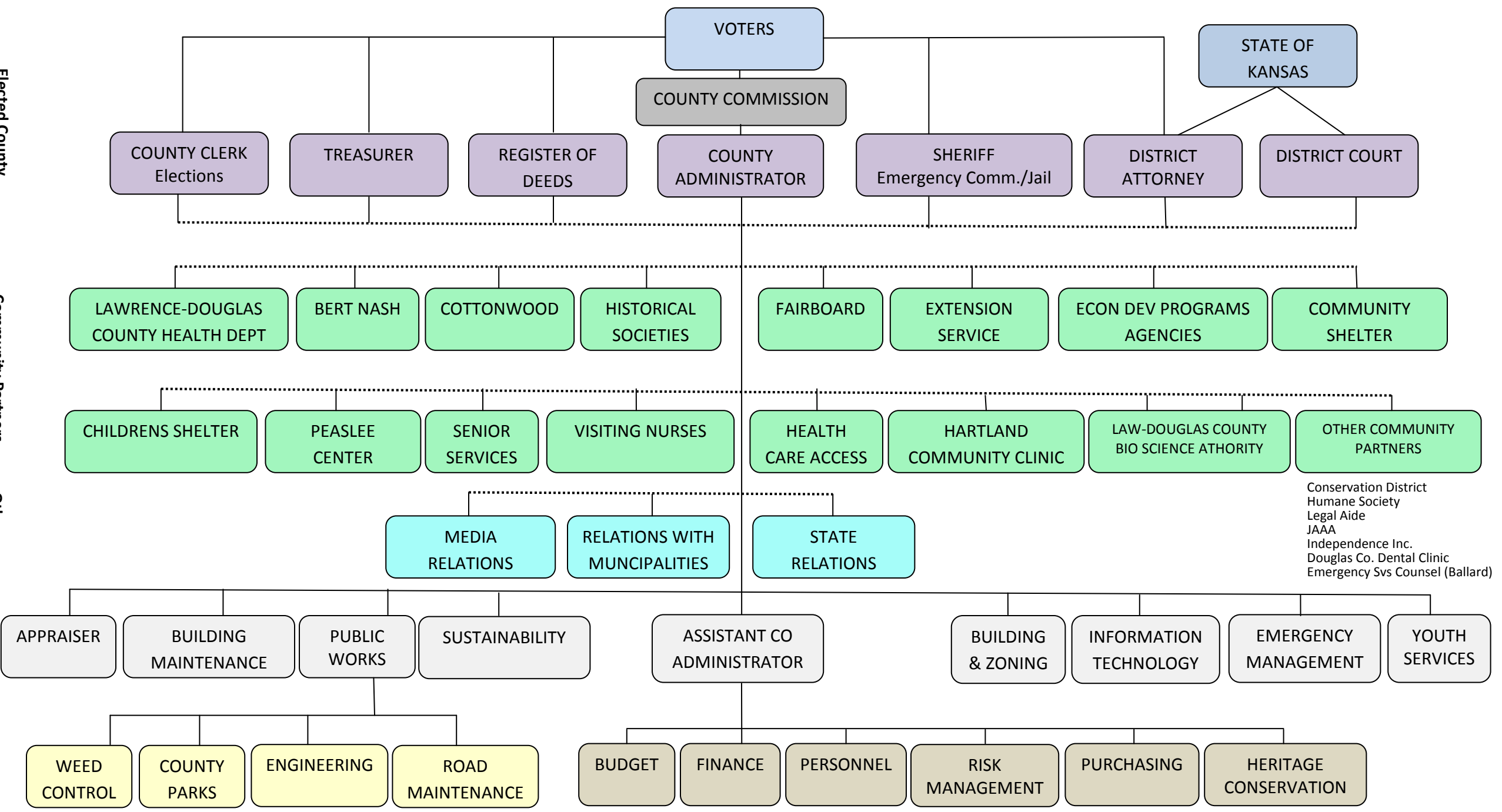
- Finish HIPAA Policies
- Fairgrounds Use Policies
- Work with IT and Maintenance to research Reservation software ideas for the Fairgrounds

Elected County
& State

Community Partners

Other
Functions

County
Appt. Depts.





**Memorandum
Douglas County, Kansas
Administration**

To: Board of County Commissioners
Craig Weinaug, County Administrator
Sarah Plinsky, Asst. County Administrator

From: Drew Vincent, Intern to the County Administrator

Date: February 12, 2016

RE: Tow Contracts for FY 2016

Overview

Every year the County Administrator meets with the county's tow contractors to discuss the previous year's TOW SERVICE PROVIDER AGREEMENT and RESOLUTION ESTABLISHING MAXIMUM CHARGES FOR AUTHORIZED TOW SERVICE. Both documents outline and codify the guidelines and costs associated with towing vehicles related to County business. During the meeting, tow providers discuss changes they would like to see, both in terms of costs and the addition/elimination of provisions that affect their work. These requested changes are then submitted to the Board of County Commissioners for discussion, modification and/or approval. Below is an account of the meeting attendance as well as a summary of requested changes to both of the aforementioned documents.

Attendance and Mention of Legal Issue

Of the nine tow companies the County has contracts with, five attended the meeting (Hillcrest Wrecker, Quality Tow, MBM Enterprises, Lighthouse Towing, and Midwest Tow). Mr. Weinaug started the meeting by mentioning the County was considering removal of one towing company from the contractor list due to a prior legal issue.

Requested Changes

1. *Police Awareness of Contract Provisions* – One of the providers stated he was dispatched for a tow by an officer using the tow list. Once he arrived on scene and told the driver of the incapacitated vehicle the cost of the tow, the driver decided to call someone else (presumably for a cheaper tow). The provider stated he did not get paid and the officer had to wait for the secondary tow to arrive (at taxpayer expense). The provider stated this was a public safety issue. The provider requested officers see a copy of the tow contract and be briefed on it, perhaps on an annual basis. Mr. Weinaug suggested a potential solution may be to allow the officer to exercise his/her discretion, saying no to a request for a second option due to the wait time it would impose on the officer.

Recommendation:

- Discuss Updated Contract. Ask Police Chief to have supervisors give officers a summary of contract provisions so they have a better understanding of tow provider operations.
- Distribute Reference Cards. Laminated, postcard-sized references listing charge fees could be distributed to be kept in response vehicles and given to dispatch operators.

- Establish a Waiting Cap Period. For example, if a driver requests waiting for a second tow option that is more than 15 minutes away, the officer can automatically say no on the basis of public safety.

2. *“Show Up” Fee* – Brief discussions centered on whether providers should be paid a fee if they do show up but are required to leave due to another tow option being called. See Requested Change 1 for an example of where a show up fee might be assessed. Appendix B contains example language for a provision.

Recommendation:

- Do Not Add Fee. When the above occurs, the contract stipulates that tow providers return to their spot at the top of the tow provider list. Such occurrences can be viewed as the cost of doing business. It is defensible to charge a fee once a vehicle is hooked up and labor has been expended; it seems much less so when no action has been taken aside from driving to the incident location.

3. *Belongings* – If a vehicle is required to be towed and the driver cannot pay associated costs, the vehicle is impounded by the tow provider. The issue is that some people decide not to pick up their vehicle. If this occurs, the provider can sell or scrap the vehicle. Due to a variety of economic factors, providers are paid less for these vehicles than they have been in the past; one provider stated that scrap cars could be sold for \$400 but the current rate is closer to \$40-60. It becomes more expensive to impound the vehicle (due to tow and salvage) than for the driver to pay costs, making the leverage previously used in the past (keeping and selling the vehicle) less effective. A requested solution is for the County to change Clause 6 in the TOW SERVICE PROVIDER AGREEMENT to limit what constitutes “Personal Property” to match the state law statute (see Appendix A). This would give tow providers additional leverage, as in many instances people care more about getting belongings from the interior than they do about the vehicle itself.

Recommendation:

- Limit Definition of Personal Property. Limit the definition of personal property that can be picked up to only medical supplies and child safety items (car seats, sun protectors) in place of the current broad language which reads: “personal property that is not affixed to such vehicle”. See Appendix C for an example of such a provision.

4. *Storage Costs* – Currently, storage charges do not start to accrue until 24 hours have passed (Clause 2 of RESOLUTION ESTABLISHING MAXIMUM CHARGES FOR AUTHORIZED TOW SERVICE). The providers requested storage charges begin as soon as the vehicle comes to the storage lot. There was also interest in making costs retroactive: if a vehicle is picked up before the 24 hour deadline, no storage costs are accrued. However, if 24 hours have passed, charges include that first 24 hour period plus however many days follow. As an example, if the vehicle is picked up after 20 hours, the owner pays no storage costs. If the vehicle is picked up after 24.5 hours, the owner pays for that first day plus the full cost of a second.

Recommendation:

- Approve Retroactive Charges. Maintain the 24-hour grace period while allowing the cost of the first storage period to be added after this period has passed.

5. *Interior Storage* – When vehicles cannot be adequately protected using tarps (ex: motorcycles), it is up to provider discretion as to whether they should be stored inside. The question is whether the providers could automatically, via a provision in the contract, include an interior storage fee in the storage cost if such storage is deemed necessary. Mr. Weinaug asked ‘what if a person is unable to make the decision to put their vehicle in interior storage (due to the individual being taken to the hospital or not being on scene) but their windows are down. What do you [providers] do if the windows are down?’ The providers answered it is up to their discretion and they place a tarp over the windows (or, again, use their discretion to place the vehicle inside). The providers vary as to how they address interior storage and it was unclear if it is advisable to create a provision that applies to all companies that limits their ability to decide on proper action in these types of situations.

Recommendation:

- Do Not Establish Interior Storage Provision.

6. *General Charge Updates* – In the RESOLUTION ESTABLISHING MAXIMUM CHARGES FOR AUTHORIZED TOW SERVICE, requested changes include:

- a) Clause 1i: Change \$165 to \$200 and change \$3.00 per mile to \$3.50.
- b) Clause 1ii: Change \$250 to \$275 and change \$3.00 per mile to \$4.00.
- c) Clause 2: Change \$35 per day to \$40.
- d) Clause 4: Consider changing the language to allow providers to charge for additional window tarping. According to tow providers, insurance adjustors have to occasionally cut existing tarping to access the vehicle.
- e) Clause 6: Change \$110 per hour to \$150.
- f) Clause 12: Change \$25 for labor to \$35 and change \$5 for floor-dry to \$10-15.

See Appendix D for price comparisons showing what other municipalities are charging.

Recommendation:

- Approve a., b., f.
- Do Not Approve c., d., or e. Based on comparisons, the existing contract allows for charges greater than surrounding cities in each of these categories.

7. *Assist and Disconnect* – There was consensus among the providers that the County should look at the charges mentioned in Clause 10 and 11 of RESOLUTION ESTABLISHING MAXIMUM CHARGES FOR AUTHORIZED TOW SERVICE to see about revision. The cost to the tow provider to perform a driver assist/disconnect is usually greater than the revenue gained. Suggested potential solutions include (a) changing these amounts to more closely match full tow cost based on expenses and revenues or (b) removal of Clause 10.

Recommendation:

- Increase Disconnect Fee to \$90.00. Douglas County’s disconnect fee is 36% of total tow cost for smaller vehicles (Smaller Vehicles - \$165 tow fee and \$60 disconnect fee). Increasing the fee to \$90.00 would increase this percentage of total tow cost to 45%.
- Driver Assist Fee. Staff has no recommendation for Driver Assist Fee due to a lack of comparable fees to draw upon for analysis.

8. *State Paperwork Charge* – when a vehicle is left at a tow lot for a period of 15+ days, the State of Kansas requires the provider start the process leading to auction. The required steps in this process place various costs on the tow provider and currently result in an out-of-pocket-expense. These steps include: (1) Applying for Vehicle Identification Number (VIN) verification, which carries an associated fee of \$10.00; (2) Sending a notice of sale, via certified mail, to the registered owner(s), with each letter costing \$6.74; (3) Publishing a notice in the newspaper announcing the auction, including information on the vehicle, with a cost ranging from \$49.00 to \$80.00.

Recommendation:

- Approve State Paperwork Fee. Suggested language for the provision: “Following a period of 15 days, a State Paperwork Fee may be assessed up \$100.00 for the purpose of complying with statutory requirements related to notification of auction. Proof should be available upon request to the County Administrator or his/her designated representative.”

Appendix A

State of Kansas Statute

Chapter 8, Article 11, Section 3 - ABANDONED AND DISABLED MOTOR VEHICLES

“8-1103. Towed motor vehicles, lien thereon; procedure; personal property; providing notice of fee; city ordinance or county resolution. (a) Whenever any person providing wrecker or towing service, as defined by law, while lawfully in possession of a vehicle, at the direction of a law enforcement officer or the owner or as provided by a city ordinance or county resolution, renders any service to the owner thereof by the recovery, transportation, protection, storage or safekeeping thereof, a first and prior lien on the vehicle is hereby created in favor of such person rendering such service and the lien shall amount to the full amount and value of the service rendered. The lien may be foreclosed in the manner provided in this act. If the name of the owner of the vehicle is known to the person in possession of such vehicle, then within 15 days, notice shall be given to the owner that the vehicle is being held subject to satisfaction of the lien. Any vehicle remaining in the possession of a person providing wrecker or towing service for a period of 30 days after such wrecker or towing service was provided may be sold to pay the reasonable or agreed charges for such recovery, transportation, protection, storage or safekeeping of such vehicle and personal property therein, the costs of such sale, the costs of notice to the owner of the vehicle and publication after giving the notices required by this act, unless a court order has been issued to hold such vehicle for the purpose of a criminal investigation or for use as evidence at a trial. If a court orders any vehicle to be held for the purpose of a criminal investigation or for use as evidence at a trial, then such order shall be in writing, and the court shall assess as costs the reasonable or agreed charges for the protection, storage or safekeeping accrued while the vehicle was held pursuant to such written order. **Any personal property within the vehicle need not be released to the owner thereof until the reasonable or agreed charges for such recovery, transportation or safekeeping have been paid, or satisfactory arrangements for payment have been made, except as provided under subsection (c) or for personal medical supplies which shall be released to the owner thereof upon request.** The person in possession of such vehicle and personal property shall be responsible only for the reasonable care of such property. Any personal property within the vehicle not returned to the owner shall be sold at the auction authorized by this act.

(b) At the time of providing wrecker or towing service, any person providing such wrecker or towing service shall give written notice to the driver, if available, of the vehicle being towed that a fee will be charged for storage of such vehicle. Failure to give such written notice shall invalidate any lien established for such storage fee.

(c) A city ordinance or county resolution authorizing the towing of vehicles shall specify in such ordinance or resolution: (1) The maximum rate such wrecker or towing service may charge for such wrecker or towing service and storage fees; **(2) that an owner of a vehicle towed shall have access to personal property in such vehicle for 48 hours after such vehicle has been towed and such personal property shall be released to the owner;** and (3) that the wrecker or towing service shall report the location of such vehicle to local law enforcement within two hours of such tow.

History: L. 1987, ch. 209, § 1; L. 1991, ch. 40, § 1; L. 2000, ch. 179, § 12; L. 2004, ch. 37, § 2; L. 2009, ch. 119, § 9; July 1.”¹

¹http://kslegislature.org/li_2012/b2011_12/statute/008_000_0000_chapter/008_011_0000_article/008_011_0003_section/008_011_0003_k/

Appendix B

“Show Up Fee” Request: Example Language from Dubuque, Mississippi

“SERVICE CALL CANCELLATION: In the event the Contractor responds to a request from the City to tow a vehicle, and upon arriving at the location of the vehicle a tow is not necessary, the Contractor may charge the owner/operator of the vehicle a ‘show up’ fee, as listed on the attached rate sheet. The City may cancel a tow call prior to the arrival of the tow equipment without requiring payment of a ‘show up’ fee to the Contractor by the owner/operator, unless the Contractor was requested between 6:00 P.M. and 6:00 A.M. during which time the Contractor may collect a "show up fee" provided the Contractor’s driver has left the driver’s residence and/or place of business. However, if the City or owner/operator has cancelled the tow prior to the Contractor’s driver leaving the driver’s residence or place of business, the Contractor shall not collect a ‘show up fee.’”²

² www.cityofdubuque.org/DocumentCenter/View/23381

Appendix C

Belongings Request: Example Language from Overland Park Regulations (2008)

“Medicine or medical supplies in towed vehicle. No wrecker or towing service, or owner, employee or agent thereof, shall prohibit or refuse to allow the owner, operator, person in charge or possession of the towed and stored vehicle, who has proof of title or registration, to retrieve any medicine or medical supplies from such towed and stored vehicle.

No wrecker or towing service shall require the payment of any fees or charges before permitting access to a person retrieving medicine or medical supplies permitted to be retrieved under this section.”³

Belongings Request: Current Overland Park Website Language (2015)

“The tow companies are not required to release any property in the vehicle until the tow charges are paid. However, they are required to release medicine or medical supplies including prescription medication, prescription eye glasses, walkers, canes, wheel chairs or other medical items.”⁴

³ <http://www.opkansas.org/wp-content/uploads/downloads/1220-towing-regulations.pdf?&redir=1>

⁴ <https://www.opkansas.org/city-government/police-department/towed-vehicles/>

Appendix D

General Charge Updates Request: Cost Comparisons⁵

Tow and Mileage:

Shawnee - \$85.00, plus \$3.00 per mile
Wichita - \$90.00, plus \$4.00 per mile
Lenexa - \$100, plus \$3.50 per mile
Overland Park - \$100.00, plus \$5.00 per mile
Kansas City, MO
\$265 for Normal/light-duty tows (up to 10,000 lbs. in weight), mileage information unavailable
\$365 Medium-duty tows (10,001 to 26,000 lbs.), mileage information unavailable

Storage:

Shawnee
\$25/day, outside
\$30/day, inside
Wichita - \$25.00/day
Lenexa
\$25/day, outside
\$30/day, inside
Overland Park
\$25/day, outside
\$30/day, inside
Kansas City, MO
\$30/day for Normal/light-duty tows
\$40/day for Medium-duty tows

Storage Fee Waived:

Shawnee – No; Daily charges shall be determined for each calendar day the vehicle is stored beginning at the time the vehicle is first placed in the storage lot.
Wichita and Lenexa – No
Overland Park – No information available.
Kansas City, MO – Yes; Storage fees waived within first 24 hours beginning from the time of initial tow.

Winch Fee:

Shawnee - \$100.00, prorated per 1/4 hour
Wichita – No information available.
Lenexa - \$100.00, prorated per 1/4 hour
Overland Park - \$100.00, prorated per 1/4 hour
Kansas City, MO – No information available.

Tarping:

Shawnee – One time, \$12.00
Wichita and Kansas City, MO – No information available.
Lenexa - \$12.00
Overland Park - One time, \$12.00

⁵ Shawnee -

[http://www.cityofshawnee.org/inet/PolStat.NSF/da1fc71cbde3662e862575d1004b519a/f2f5a9c523435d0d862576ef0056dd73/\\$FILE/PS%2059.pdf](http://www.cityofshawnee.org/inet/PolStat.NSF/da1fc71cbde3662e862575d1004b519a/f2f5a9c523435d0d862576ef0056dd73/$FILE/PS%2059.pdf)

Wichita - <http://www.wichita.gov/Government/Departments/Clerk/OrdanicesDocuments/49-207%20Tow%20ordinance%2002-28-2012.pdf> and

https://www.municode.com/library/ks/wichita/codes/code_of_ordinances?nodeId=TIT11TR_CH11.99PRTORE_S11.99.020DE

Lenexa - <http://online.encodeplus.com/regs/lenexa-ks/doc-viewer.aspx?secid=4095&keywords=tow#secid-4095>

Kansas City, Missouri - <http://kcmo.gov/neighborhoods/vehicles-2/claim-your-vehicle-at-tow-lot/>

Overland Park - <http://www.opkansas.org/wp-content/uploads/downloads/tow-or-wrecker-service-fee-schedule.pdf>