

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

### **WEDNESDAY, MARCH 1, 2017**

4:00 p.m.

- (1) Study Session – FY 2018 Budget Preliminary Planning (Cammy Owens)-No backup

### **RECESS**

### **RECONVENE**

6:00 p.m.

-Consider approval of the minutes for January 25, February 1, February 8 and February 15.

### **CONSENT AGENDA**

- (2) (a) Consider approval of Commission Orders;
  - (b) Consent Agenda approval of agreement with Johnson County Replacement of culvert on E 2400 Road, Structure No. 03.28N-24.00E (Keith Browning);
  - (c) Consider authorization to solicit bids for polymer concrete overlays for Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, 00.64N-05.50E, Project No. 2015-70 (Keith Browning); and
  - (d) 2017 Tow Service Provider Agreements and Resolution Establishing Maximum Charges for Authorized Tow Service. (Jill Jolicoeur)

### **REGULAR AGENDA**

- (3) Crisis Center and Mental Health Services Update (Sarah Plinsky)-No backup
- (4) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
    - Board of Construction Codes Appeals (1) position 12/15
    - MPO Bicycle Advisory Committee (2) positions
    - Community Corrections (1) position
    - Board of Zoning Appeals (1) position 10/16
    - Lawrence-Douglas County Mental Health Board – (1) joint position 04/17
    - Metropolitan Planning Commission – Positions (2) 05/17
  - (c) Public Comment
  - (d) Miscellaneous
- (5) Adjourn

### **WEDNESDAY, MARCH 8, 2017**

6:00 p.m.

- Extension request for approval of CUP-15-00613:** Conditional Use Permit for Calico Village, an *Athletic Field* complex for youth soccer on approximately 80 acres, located at the intersection of E 1750 Rd & N 1300 Rd. Submitted by Jambars Futbol Club Inc, on behalf of John Pendleton for Lorita H Pendleton, Trustee, property owner of record. (*Approved by the Board of County Commissioners on February 10, 2016.*) Mary Miller is the Planner.
- Presentation of Tourism impact study for Douglas County by Explore Lawrence (Michael Davidson, Executive Director)
- Presentation of LEED certification for Public Works

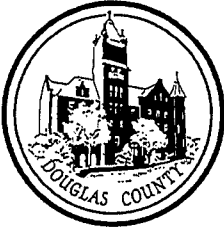
### **WEDNESDAY, MARCH 15, 2017**

### **WEDNESDAY, MARCH 22, 2017 - Cancelled**

**WEDNESDAY, MARCH 29, 2017**

- Proclamation declaring April as Child Abuse & Neglect Prevention month (Jenn Preston)
- Update on the Douglas County Heritage Conservation Council and Heritage Sites Program (Jan Shupert-Arick)

**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 PUBLIC WORKS

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

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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : February 22, 2017

Re : Consent Agenda approval of agreement with Johnson County  
Replacement of culvert on E 2400 Road  
Structure No. 03.28N-24.00E

There is a deficient culvert that requires replacing on E 2400 Road (the Douglas/Johnson county line) approximately 1.28 miles north of US-56 highway. This department is developing plans to replace the greatly undersized pipe culvert with a 12' span x 4' high reinforced box culvert. K.S.A. 68-1122 provides for two counties sharing in a project to replace a culvert or bridge on a county line road. The statute calls for sharing expenses according to assessed valuations of each county, or the counties may agree on another distribution of expense.

The attached agreement dictates Douglas County will design, prepare plans, and construct the project. The agreement also stipulates Johnson County will pay for 88% of the project costs and Douglas County will pay for 12% of project costs, which approximates the percentages of assessed valuation for the two counties. Project costs include the cost of materials, equipment rental and operator costs, utility relocation costs, and permit costs. Each county would be responsible for expenses to acquire any needed additional right-of-way and easements on each county's side of the road.

Johnson County has requested three (3) original signed copies for their records. The Douglas County BoCC chair should sign five (5) original copies of the agreement. Two original, fully executed copies of the agreement will be returned to Douglas County.

Action Required: Consent Agenda approval of an agreement with Johnson County laying out duties and responsibilities for each county in a project to replace Structure No. 03.28N-24.00E. The BoCC Chair should sign five (5) original copies of the agreement.

## AGREEMENT

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Board of County Commissioners of Douglas County, Kansas ("Douglas County Board"), and the Board of County Commissioners of Johnson County, Kansas ("Johnson County Board"). The Douglas County Board and the Johnson County Board are collectively referred to as the "Boards".

WITNESSETH:

WHEREAS, Douglas County and Johnson County share a common border as well as a road and bridge system on that border; and

WHEREAS, a certain culvert is located on the western boundary of Johnson County and the eastern boundary of Douglas County, between Sections 34 & 35, Township 14 South, Range 21 East, said culvert being approximately 1,475 feet north of the Southeast Corner of the Southeast  $\frac{1}{4}$  of Section 34-14-21, or approximately 0.28 miles north of 191st Street; and

WHEREAS, the County Engineers of Douglas and Johnson counties have inspected such culvert and have advised the Boards that replacement of the culvert is necessary; and

WHEREAS, the Boards agree that it is desirable to proceed with work necessary to complete such culvert replacement (the "Project"); and

WHEREAS, Douglas County has completed preliminary engineering design of the Project, and determined the existing culvert should be replaced with an approximate 12' span x 4' high reinforced concrete box culvert with the invert buried one foot deep.

NOW, THEREFORE, the Douglas County Board and the Johnson County Board mutually agree as follows:

1. Douglas County agrees to design the Project, and prepare final construction plans for the Project, in consultation with Johnson County. Johnson County agrees to review the plans and provide feedback and comments to Douglas County.
2. Douglas County agrees to provide labor and equipment to complete construction of the Project as depicted on construction plans provided by Douglas County Public Works for Culvert No. 03.28-24.00.
3. All Project costs shall be borne by Douglas and Johnson counties. Project costs shall include the cost of materials, equipment rental costs and any contractor operator costs to operate that equipment, utility relocation costs, and any permit costs required for construction of the project. In accordance with K.S.A. 68-1122, it is agreed that such costs shall be apportioned based on the estimated proportion of assessed value of each county. It is agreed that such apportionment shall be as follows:

|                | Percent of Project Cost<br>Sharing Responsibility |
|----------------|---------------------------------------------------|
| Johnson County | 88%                                               |
| Douglas County | 12%                                               |

The estimated Project cost is FIFTY THOUSAND DOLLARS (\$50,000.00).

3. Necessary right-of-way shall be acquired by the counties within their own jurisdiction. Right-of-way costs in connection with real property located in Johnson County shall be paid by the Johnson County Board. Right- of-way costs in connection with real property located in Douglas County shall be paid by the Douglas

County Board. Right-of-way costs shall not be included in as Project costs for Project cost apportionment purposes.

4. This mile of common section line road, Johnson/Douglas County line between 191st Street (N 300 Road) and 183rd Street (N 400 Road), is under the maintenance responsibility of Palmyra Township in Douglas County by previous agreement. The culvert that is the subject of this Agreement is under the maintenance responsibility of Douglas County per K.S.A. 68-1107. Nothing in this Agreement is intended to modify Palmyra Township's and Douglas County's existing and continuing obligations for this roadway and culvert.
5. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Johnson County and Douglas County and their successors in office.
6. No third party beneficiaries are intended to be created by this Agreement.
7. Johnson County and Douglas County points of contact are, respectively:

Don Hovey, P.E.  
Johnson County Public Works  
1800 West 56 Highway  
Olathe, Kansas 66061  
(913) 715-8365

Keith Browning, P.E.  
Douglas County Public Works  
3755 E. 25<sup>th</sup> Street  
Lawrence, Kansas 66046  
(785) 832-5293

IN WITNESS WHEREOF, the Boards of County Commissioners of Johnson and Douglas  
Counties have executed this Agreement on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY, KANSAS

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

\_\_\_\_\_  
Mike Gaughan, Chairman

\_\_\_\_\_  
Ed Eilert, Chairman

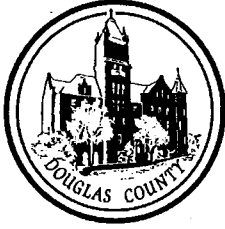
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Douglas County Clerk

\_\_\_\_\_  
Johnson County Clerk



## DOUGLAS COUNTY PUBLIC WORKS

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

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### MEMORANDUM

To : Board of County Commissioners

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

Date : February 17, 2017

Re : Consent Agenda authorization to solicit bids for polymer concrete overlays  
Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, 00.64N-05.50E  
Project No. 2015-70

The CIP includes adequate funds for multi-layer polymer concrete overlays for the referenced four bridges in 2017. Bridge No. 21.30N-06.15E is the bridge carrying Route 1029 over the Kansas River at Lecompton. Bridge No. 07.25N-06.50E carries Route 1 over Washington Creek just north of Lone Star Lake. Bridge No. 18.00N-11.24E carries Route 438 over Baldwin Creek approximately ¾-mile west of Kasold. Bridge No. 00.64N-05.50E is the bridge currently under construction on Route 1029 approximately 0.6 miles north of the Franklin County line.

A multi-layer polymer concrete overlay will protect the bridge decks against deterioration and extend the service life of the bridges. It seals the deck and inhibits chloride migration into the concrete thereby reducing steel corrosion. We have used this system on several bridges to date, and the system is used extensively by KDOT and the KTA.

Traffic will be reduced to one lane only during the work on each bridge. For Bridge No. 21.30N-06.15E, a temporary traffic signal will control alternating traffic in one lane. For the other bridges, traffic will be controlled using flaggers.

We plan to open bids in mid-March, and plan for work to begin between April 24 and May 8. We anticipate the work taking approximately two months to complete.

Action Required: Consent Agenda approval to solicit bids for Project No. 2015-70, multi-layer polymer concrete overlays for Bridge Nos. 21.30N-06.15E, 07.25N-06.50E, 18.00N-11.24E, and 00.64N-05.50E.



## DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5328 Fax (785) 832-5148  
cweinaug@douglaskountyks.org

**G. Craig Weinaug**  
County Administrator

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MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: 2017 Tow Service Provider Agreement and Resolution Establishing  
Maximum Charges for Authorized Tow Service

DATE: March 1, 2017

On January 31, 2017 I met with tow service owners and operators that are existing members of the County contract tow rotation list, who were notified of the meeting via U.S. mail dated January 17, 2017. Attendees at the January 31<sup>st</sup> meeting included owners from Hillcrest Wrecker, Midwest Tow, Quality Tow, MBM Enterprises, and 19<sup>th</sup> Street Tow and Recovery. This is an annual meeting of the tow operators to hear any concerns or suggestions for proposed changes to the County's tow service provider agreements and the maximum charges for authorized tow services.

Attached for your consideration and approval are the following documents related to the annual Tow Service Provider Agreement and Resolution Establishing Maximum Charges for Authorized Tow Service, with key highlights of changes reflected:

- **2017 Tow Service Provider Agreement**
  - Exhibit A: 2017 Tow Provider Charges – 2017 proposed changes are highlighted in red.
- **Resolution Establishing Maximum Charges for Authorized Tow Service**
  - 2017 proposed changes include the following:
    - o Section I.
      - New section specifically including definitions of key terms.
    - o Section II.1.i. Increases tow service fee for vehicles 12,000 lbs. or less from \$175 to \$195.
    - o Section II.1.ii. Increases tow service for trucks and other vehicles of 12,000 lbs. or greater from \$250 to \$275. Also increases mileage rate from \$4.00 per mile to \$5.00 per mile.
    - o Section II.6. Increase winching services in excess of 15 minutes from \$110 per hour to \$100 per 30 minute increment.
    - o Section II.7. Decreases the minimum response time for extraordinary labor for winching and securing a vehicle from 30 to 15 minutes for services to be

applied. No additional charges are to be assessed before the first 15 minutes of extraordinary labor. .

- o Section II.12. Increases extraordinary labor charges for clean-up of accident debris and fluid spills from \$72.00 to \$100.00 per hour, and decreases the minimum response time from in excess of 30 minutes to in excess of 15 minutes.

The changes as outlined represent a consensus of the requests for modifications communicated by the tow service providers. These changes were requested in response to increasing concerns for tow operator safety in hazardous circumstances that place drivers and operators at odds with careless drivers and high speed conditions, and a need to clear and clean up accidents as soon as possible at the request of law enforcement. In addition, tow service owners and operators indicated that a growing number of requests for tows are for uninsured or under-insured drivers which result in an increasing amount of abandoned vehicles that can sold at auction for a negligible amount.

The following motion is recommended to approve these items: ***“Repeal Resolution No. 16-04 and approve the Resolution of the Board of County Commissioners of Douglas County, Kansas, Establishing Maximum Charges for Authorized Tow Service, and 2017 Tow Service Provider Agreement.***

**DOUGLAS COUNTY, KANSAS**  
**TOW SERVICE PROVIDER AGREEMENT**

This Douglas County, Kansas Tow Service Provider Agreement (this “**Agreement**”) is entered into by and between Douglas County, Kansas (hereinafter “**County**”) and \_\_\_\_\_ (hereinafter the “**Tow Company**”).

Pursuant to Resolution HR-12-9-2 of the Board of Douglas County Commissioners, codified at Article 15 of Chapter 1 of the Douglas County Code, as amended (collectively the “**County Contract Tow Requirements**”), County designates Tow Company as an “authorized tow service provider” for the purpose of towing, removing, and storing vehicles upon request by the County, all in accordance with the County Contract Tow Requirements. For and in consideration of the foregoing, Tow Company and the County agree as follows:

1. **Term; Renewal.** Subject to earlier termination in accordance with this Agreement, the Term of this Agreement shall commence on March 2, 2017 and shall expire at the end of the day on December 31, 2017. If Tow Company desires to renew this Agreement for an additional calendar year, Tow Company should submit a renewal application at least 30 days prior to the expiration date of this Agreement.

2. **Statutory and Regulatory Requirements.** Tow Company shall be solely responsible for complying with all requirements of K.S.A. 8-1102 through 8-1108, and amendments thereto, the Douglas County Code, and any subsequent amendments thereto, relative to the towing, removing, or storing, of vehicles at the request of the County and, thereafter, the sale or release of vehicles, together with any personal property in such vehicles, by the Tow Company. Tow Company shall at all times maintain a current Certificate of Public Service issued by the Kansas Corporation Commission and operate one or more trucks providing tow services and registered with the Kansas Corporation Commission. Tow Company shall remove and lawfully dispose of fuel or fluid spills, and any oil dry or other related product from any accident site in accordance with all applicable laws and regulations.

3. **Indemnification and Hold Harmless.** Tow Company agrees to indemnify the County and hold the County, together with its employees, officials, and other representatives, harmless from all claims, suits, actions, and proceedings of every name or description, in law or equity, for or on account of any injuries or damages received or sustained by any person, firm or corporation as a result of any act or omission of Tow Company while engaged in any action or providing any service pursuant to this Agreement. If Tow Company tows, removes, or stores a vehicle through dispatch from the Douglas County Emergency Communications Department pursuant to this Agreement at the request of any other municipality or law enforcement agency, as provided in Section 10 below, this indemnification and hold harmless shall extend to such other municipality or law enforcement agency, together with its employees, officials, and other representatives and they shall all be deemed third-party beneficiaries hereof.

4. **Method of Operation.** Tow Company hereby acknowledges and agrees that Tow Company will comply with and be subject to all terms, conditions, and requirements of the County Contract Tow Requirements, all of which are incorporated by reference into this Agreement. Without limiting the foregoing Tow Company agrees to each of the following:

a. Tow Company shall maintain current valid insurance as outlined in this Agreement;

b. Tow Company shall maintain a properly zoned, fenced, secure storage area, and vehicles and personal property therein shall be maintained in such a manner as to safeguard such property and avoid damage to such property;

c. At all times, 24 hours per day, 7 days per week, Tow Company shall have a representative available by phone and able to meet the owner or authorized representative at the premises where the towed vehicle is stored or kept for releasing the vehicle or retrieving personal property;

d. Tow Company shall clean all debris from accidents or vehicle breakdowns; and shall remove from the site and properly dispose of all pollutants, fuel and fluid spills, and oil dry or similar product used to remove those items; no such items shall be washed, swept, or permitted to be discharged into the road, stormwater system, or drainage ditch;

e. Tow Company shall have drivers and wrecker services available to respond to tow requests on a 24 hour per day, 7 day a week basis, and shall respond as quickly as possible, taking into account the time of day, distance to travel, and traffic and weather conditions;

f. Tow Company agrees to provide information at request to the County of any disposition of a vehicle removed pursuant to this Agreement, including sale or release, and that any disposition of a vehicle removed pursuant to this Agreement shall be in accordance with municipal, state, and federal laws, including adherence to all applicable notice provisions;

g. Tow Company agrees that tow services shall be provided in a professional and courteous manner, and tow services personnel shall provide such services in a manner that will not bring about discredit to the County;

h. The failure to comply with the terms and conditions of this Agreement may, in the sole discretion of the County Administrator or his designee, result in the revocation of this Agreement and the removal of the Tow Company from the County contract tow rotation list of authorized tow service providers; and

5. **Insurance Requirements.** It is understood and agreed that Tow Company shall maintain and provide to the Douglas County Administrator, or his designee, proof of the following insurance protection:

a. Public liability insurance indemnifying the public generally against damages arising out of the operation of the wrecker service. The authorized tow operator shall be responsible for entering the County on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$500,000.00 for one person, \$500,000.00 for one accident, and \$500,000.00 property damage and a minimum aggregate limit of \$1,000,000.00. This coverage can be provided as a combined single limit.

b. Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the authorized tow operator. Such policy or policies of insurance shall be in an amount of at least \$100,000.00 for each individual claim up to a maximum aggregate limit of \$200,000.00 per occurrence.

Proof of insurance must be furnished on standard Acord<sup>®</sup> certificate of insurance forms. The County is to be named as a named insured on all required insuring agreements and each certificate must state that the County will be given 10 days advanced written notice if the policy is canceled or changed.

6. **Restrictions Related to Fees.** As a condition of being appointed an authorized tow service provider for the purpose of towing, cleaning-up, and storing vehicles pursuant to this Agreement, Tow Company agrees it shall not charge more than the maximum fees identified in Board of Douglas County Commissioners resolution attached hereto as Exhibit A, and as amended, which is incorporated herein by reference. Tow Company agrees that it shall not charge any fees other than those specifically identified and permitted in such Resolution. Any owner or authorized representative of a vehicle towed pursuant to this Agreement shall have access to (1) personal property that is not affixed to such vehicle for up to 96 hours after such vehicle has been towed, and (2) personal medical supplies, and such personal property or medical supplies shall be released to said owner or authorized representative within one hour of the owner or authorized representative's request; except, however, if it is being held or seized as evidence. By becoming an authorized tow service provider and being placed on the County contract tow rotation list, Tow Company waives any possessory lien, to the extent it even has one, in any such personal property.

7. **No Exclusive Contract; No Vested Rights.** Tow Company understands that this is not an exclusive contract and that Douglas County may designate other tow operators as authorized tow service providers. Nothing in this Agreement, the County's designation of Tow Company as an authorized tow service provider, or the County's utilization of Tow Company for tows shall confer any vested property rights upon Tow Company to continue as an authorized tow service provider, to remain on the County contract tow rotation list, or to tow any vehicle for County.

8. **Breach of Agreement and Termination.** A violation of this Agreement, including but not limited to the County Contract Tow Requirements incorporated herein by reference, shall be deemed sufficient justification for the County to order that the designation of Tow Company as an “authorized tow service provider” for the purpose of towing, removing, and storing vehicles pursuant to this Agreement, be suspended or revoked and, if revoked to terminate this Agreement. In addition, County may terminate this Agreement upon 5 days advance written notice to Tow Company if County revises or substantially amends the County Contract Tow Requirements or otherwise changes the manner in which County provides for contract towing. Tow Company may freely conclude such provisions of this Agreement are unfair or unduly restrictive, in which case Tow Company may terminate this Agreement and its designation as an authorized tow service provider by providing County with 5 calendar days advance written notice.

9. **Assignment.** Tow Company may not assign or transfer this authority as an authorized tow service provider or of any interest or responsibility in this Agreement.

10. **Tows for Other Municipalities.** This Agreement, including but not limited to the restrictions related to fees, shall apply with respect to the towing, removing, and storing of vehicles dispatched through the Douglas County Emergency Communications Department at the request of any other municipality or law enforcement agency if such municipality or law enforcement agency has requested the utilization of this Agreement.

11. **Large Vehicles.** Tow Company

☐ DOES

*(check one box)*

☐ DOES NOT

have equipment to tow vehicles having a licensed gross weight of more than 18,000 pounds. [If neither box is checked, it will be interpreted as if Tow Company does not have the necessary equipment.]

[remainder of page intentionally blank, signature page to follow]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below, effective the date that the second party signs this Agreement.

**County:**

Douglas County, Kansas

\_\_\_\_\_  
By: G. Craig Weinaug  
Its: County Administrator

Date: \_\_\_\_\_

**Tow Company:**

\_\_\_\_\_  
[insert full legal/corporate name of Tow Company]

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**(attached)**

### 2017 Tow Provider Charges Quick Guide

| FEE                                                              | 2016                              | 2017 (proposed)                                 |
|------------------------------------------------------------------|-----------------------------------|-------------------------------------------------|
| Tow Fee (vehicles 12,000 lbs or less)                            | \$175 + \$4.00 per mile           | <b>\$195 + \$4.00 per mile</b>                  |
| Tow Fee (vehicles 12,000+ lbs/having 5 or more wheels on ground) | \$250 + \$4.00 per mile           | <b>\$275 + \$5.00 per mile</b>                  |
| Storage Fee                                                      | \$35.00/day                       | \$35.00/day                                     |
| Releasing a vehicle outside of the hours of 8am-5:30pm, M-F      | \$35.00                           | \$35.00                                         |
| Tarping Vehicle                                                  | \$15.00, one time only            | \$15.00, one time only                          |
| Dolly Usage                                                      | \$50.00                           | \$50.00                                         |
| Winching                                                         | \$110.00/hr, prorated each 15 min | \$110.00/hr, prorated each 15 min               |
| Extraordinary Labor (in winching and securing vehicle)           | \$72.00/hr, prorated each 15 min  | <b>\$100.00/half hour, prorated each 15 min</b> |
| Waiting/Standby Time                                             | \$72.00/hr, prorated each 15 min  | \$72.00/hr, prorated each 15 min                |
| Motorist Assist                                                  | \$70.00 + mileage                 | \$70.00 + mileage                               |
| Disconnect                                                       | \$90.00 + mileage                 | \$90.00 + mileage                               |
| Labor (fluid clean-up)                                           | \$35.00 max                       | \$35.00 max                                     |
| Floor Dry (fluid clean-up)                                       | \$10.00 max                       | \$10.00 max                                     |
| Extraordinary Labor (in clean-up of accident debris and spills)  | \$72.00/hr, prorated each 15 min  | <b>\$100/hr, prorated each 15 min</b>           |
| State Paperwork Fee                                              | \$100.00 max                      | \$100.00 max                                    |

\*This is meant to be a quick reference guide; additional fees associated may apply based on the nature of the incident. Additional details are available in Resolution No. 16-04: A Resolution of the Board of County Commissioners of Douglas County, Kansas, Establishing Maximum Charges For Authorized Tow Service

**RESOLUTION NO. 16-\_\_\_\_\_**

**A Resolution of the Board of County Commissioners of Douglas County, Kansas,  
Establishing Maximum Charges For Authorized Tow Service**

**WHEREAS**, K.S.A. 19-101, et seq. provides the Board of County commissioners of Douglas County, Kansas (the "Board") with home rule authority to transact all County business and perform all powers of local legislation and administration it deems appropriate; and

**WHEREAS**, pursuant to its home rule authority, the Board has previously adopted Article 15 of Chapter 1 of the Douglas County Code, relating to towing and storing of vehicles at the request of the Sheriff and/or without the prior consent of the owner or operator of the vehicle; and

**WHEREAS**, Article 15 of Chapter 1 of the Douglas County Code, specifically Section 1-1513, provides that the Board may adopt and amend a resolution from time to time to establish maximum fees and charges for certain towing and vehicle storage services; and

**WHEREAS**, the Board previously adopted Resolution No. 16-04 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 16-04.

**NOW THEREFORE**, be it resolved by the Board as follows:

**SECTION I    Definitions.**

- a. County Contract Tow Rotation List - Any person, firm, partnership or corporation who has been approved by the Douglas County Board of County Commissioners as being authorized to respond for wrecker or towing service and to participate on the police rotation.
- b. Tow company – Any person, firm, partnership or corporation engaged in the business of offering or providing a towing service for commercial purposes.
- c. Towing - The moving or removing or the preparation therefor of a motor vehicle for which a service charge is made, either directly or indirectly of a motor vehicle.
- d. Tow truck - Any truck or other vehicle adapted or used for the purpose of towing, winching, carrying or otherwise removing another vehicle from a given location for commercial purposes.
- e. Storage - The custody and control of a vehicle by a tow truck operator as a result of a police requested tow.
- f. Storage lot – Any location where vehicles are stored by a towing company

**SECTION II    Maximum Charges.** Pursuant to Section 1-1513 of the Douglas County Code, as amended, the maximum authorized charges for towing, storage and other related services with respect to a vehicle having a licensed gross weight of 18,000 pounds or less towed by an authorized tow service provider pursuant to the County

contract tow rotation list or towed by any tow provider without the prior consent of the owner or operator of the vehicle, are as follows:

1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
  - i. \$195 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$4.00 per mile.
  - ii. \$275 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$5.00 per mile, but see Section 14 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.
  - iii. Billable mileage is defined as the lesser of (i) starting from the location of business, to the hook-up site and back to the location of business, or (ii) starting from the location of the tow operator when receiving the call, to the hook-up site and back to the location of business.

Subject to Section 12 below, this charge includes clean-up of all accident debris and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$35 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

3. Exclusive of state recognized holidays, no additional charge shall be assessed for releasing a vehicle between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. For releasing a vehicle during all other times, a maximum charge of: \$35.

4. For tarping a vehicle with broken windows otherwise open to the weather, a maximum single charge of: \$15.

5. For dolly use in towing a vehicle, a maximum charge of: \$50. This charge is addition to the basic tow service charge. A dolly charge cannot be assessed unless a dolly is necessary and actually used to tow the vehicle.

6. For winching, a maximum charge of: \$110 per hour, prorated by each one-quarter hour. This charge includes labor necessary to operate the winch but is in addition to the basic tow service charge.

7. For extraordinary labor for winching and securing the vehicle in excess of 15 minutes, a maximum charge of: \$100 per half hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of a vehicle or mechanically necessary to prepare the vehicle for towing, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 15 minutes of extraordinary labor.

8. A tow company may assess reasonable additional charges for extraordinary situations that necessarily and actually require more than one

wrecker. The charge for an additional wrecker shall not exceed the maximum charges provided for in this Resolution for the first wrecker.

9. For the waiting or standby time after the wrecker has been at the scene for 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. No additional charge may be assessed for the first 30 minutes of wait or standby time.

10. For a motorist assist involving delivery of fuel, tire changes, unlocks, jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$70, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

11. If the owner or other authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, and such person is capable of safely operating the vehicle and such vehicle is functional, the vehicle shall, upon request of such person, be disconnected from the towing or removal apparatus. That person shall be permitted to remove the vehicle without interference upon the payment of a reasonable charge of not more than \$90 plus mileage provided above, and no other charge shall be assessed; provided, however, that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

12. For accidents requiring fluid clean-up, a maximum charge of: \$35 for labor and \$10 for floor-dry or similar products to clean up any fluid spills. For extraordinary labor in the clean-up of accident debris and spills in excess of 15 minutes, a maximum charge of: \$100 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of accident debris and fluids, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 15 minutes of extraordinary labor.

13. Following a period of 15 days, a state paperwork fee may be assessed for the purpose of complying with statutory requirements related to notification of auction. In assessing fees pursuant to K.S.A. 8-1102 through 8-1108, only actual costs incurred, up to a maximum of \$100, may be assessed. Tow company shall maintain copies of all expenses and shall make proof available upon request to the County Administrator or his/her designated representative.

14. The maximum charges contained in this Resolution shall not apply to trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.

15. Each tow company shall provide to each owner or authorized representative an itemized bill indicating the amount for each service provided.

SECTION III. Repeal. Resolution No. 16-04 is repealed on the effective date of this Resolution.

SECTION IV. Effective Date. This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

IN WITNESS WHEREOF, the foregoing Resolution was adopted March 1, 2017.

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

\_\_\_\_\_  
Mike Gaughan, Chair

\_\_\_\_\_  
Nancy Thellman, Member

\_\_\_\_\_  
Nancy Thellman, Member

ATTEST:

\_\_\_\_\_  
Jameson D. Shew, County Clerk