

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

MONDAY, JUNE 1, 2009

8:10 a.m. (Commission Chamber)

-Convene

-Consider the approval of the minutes of May 18, 2009

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of the Proposed Assessments: Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Resolution No. 06-30; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; Resolution No. 06-31; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements; Resolution No. 06-32; and Approve the following: **(a)**Statement of Final Costs; and **(b)**Proposed Assessment Roll; and **(c)**Notice of Public Hearing and Proposed Assessment Resolution;
- (c) Review and Approve Juvenile Justice Authority Grant Conditions for FY 2010 (July 1, 2009 - June 30, 2010)(Pam Weigand);
- (d) Consider acquisition to print and mail tax statements (Jackie Waggoner); and
- (e) Consider recommendation for Resource asset inventory contract (Jackie Waggoner)

REGULAR AGENDA

- (2) Consider request from Lecompton township board for assistance in purchasing land for a new township shop (Jay Robertson)
- (3) Consider request from Health Care Access for Valley View Funds for a portion of the cost of clinic relocation (Nikki King)
- (4) Consider authorization to solicit bids for Project No. 2009-8, a multi-layer polymer concrete overlay for the Route 1061 bridge over the Kansas River (Keith Browning)
- (5) Presentation by the County departments (Sheriff, Emergency Communications and Youth Services) No backup for Sheriff and Youth Services
- (6) Presentation by Courts (District Court, Court Trustee, Community Corrections; Citizen Review Board) No backup
- (7) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (8) Adjourn

WEDNESDAY, JUNE 3, 2009

-Discussion of proposal from Lawrence Community Shelter to use the sanctuary portion of the County's building at 13th and Massachusetts as an interim overnight homeless shelter for up to 24 months.

MONDAY, JUNE 8, 2009 (Light Agenda)

WEDNESDAY, JUNE 10, 2009 (Baldwin City Library)

6:35 p.m. Joint session with Baldwin City Planning Commission, City Council and Douglas County Commission regarding draft Baldwin Zoning and Planning Regulations

- Work session with Baldwin Planning Commission on draft Zoning and Subdivision Regulations [Baldwin City Council also invited to attend]
- Discussion of Hwy 56 corridor study and interests/concerns of this highway improvement on development of Baldwin City
- Discussion of county Zoning Regulations for commercial and industrial development as they would be applied within the Urban Growth Area of Baldwin City
- Discussion of the county Subdivision Regulations, administrative procedures for property divisions that apply within the Urban Growth Area of Baldwin City [sections 20-804 Cluster Development and 20-805 Large Parcel Property Division]

FRIDAY, JUNE 12, 2009

12:00-2:00 p.m. – Special lunch session with Planning Commission, City Commission and Board of County Commissions during Planning Commission training (City Hall)

MONDAY, JUNE 15, 2009

- Consider acquisition of two ambulances (Pam Madl)
- Presentation by the County departments (Public Works)

WEDNESDAY, JUNE 17, 2009 (LECOMPTON CITY HALL)

6:35 p.m. -Joint meeting with Lecompton City Council (in Lecompton)

- Trees in the right-of-way at the intersection of Woodson Avenue and 1029
- The ditch just north of the church
- Briefing on Route 438 reconstruction project

MONDAY, JUNE 22, 2009

WEDNESDAY, JUNE 24, 2009

-Consider and conduct a Public Hearing for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Resolution No. 06-30; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; Resolution No. 06-31; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

-Consider the adoption of the Assessment Resolution for the SW Lawrence Sanitary Sewer Main Benefit District 1, 2, 3

-Consider approval of Z-11-19-08, a request to rezone 58.99 acres located northeast of the intersection of N 1800 Road & E 700 Road, S of Lecompton from A (Agricultural) to B-2 (General Business District). Submitted by Paul Werner Architects, for Rockwall Farms L.C., property owner of record. (PC Item 5; approved 8-0 on 5/18/09) Mary Miller is the Planner.

-Consider approval of CPA-3-2-09, a Comprehensive Plan Amendment for revisions to Horizon 2020 Chapter Four – Growth Management and Chapter 6 – Commercial Land Use to expand the possible locations of conference, recreation, or tourism facility uses in the rural area of Douglas County. Initiated by the Planning Commission on April 20, 2009. Requested by Rockwall Farms, LC. (PC Item 4; approved 6-2 on 5/18/09) Dan Warner is the Planner.

MONDAY, JUNE 29, 2009

WEDNESDAY, JULY 1, 2009

MONDAY, JULY 6, 2009

WEDNESDAY, JULY 8, 2009 (Light Agenda)

MONDAY, JULY 13, 2009

Public Hearing for the annexation of the former Farmland Industries property

WEDNESDAY, JULY 15, 2009

Public Hearing for Farmland Annexation

WEDNESDAY, JULY 29, 2009

-Consider the adopting a Resolution authorizing the Sale of Bonds for the Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, AUGUST 3, 2009

-Consider adoption of Bond Resolution for Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements; Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements; and Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements;

MONDAY, SEPTEMBER 7, 2009

-No Commission Meeting in Observation of Labor Day

MONDAY, SEPTEMBER 21, 2009 (Light Agenda)

WEDNESDAY, NOVEMBER 4, 2009

-Lone Star Weed Discussion

Note: The Douglas County Commission meets regularly on Mondays at 8:10 A.M. and Wednesdays at 6:35 P.M. at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.

**EXCERPT OF MINUTES OF A MEETING
OF THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS
HELD ON JUNE 1, 2009**

The Board of County Commissioners (the "Board") met in regular session at the usual meeting place in Douglas County, Kansas (the "County"), at 8:30 a.m., the following Commissioners being present and participating, to-wit:

Absent:

The Chairman declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, and among other business, there were presented certain documents relating to the following described improvements heretofore authorized by the Board:

Southeast Lawrence Sanitary Sewer Main Benefit District No. 1 – Sanitary Sewer Improvements Resolution No. 06-30;

Southeast Lawrence Sanitary Sewer Main Benefit District No. 2 – Sanitary Sewer Improvements Resolution No. 06-31; and

Southeast Lawrence Sanitary Sewer Main Benefit District No. 3 – Sanitary Sewer Improvements Resolution No. 06-32

The documents presented are as follows:

- (a) Statement of Final Costs;
- (b) Proposed Assessment Roll; and
- (c) Notice of Public Hearing and Proposed Assessment Resolution.

After full consideration thereof, Commissioner _____ moved to take the following action:

1. Approve each of said documents in substantially the form attached hereto;
2. Establish June 24, 2009 at 6:35 p.m. to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Cause the County Clerk to publish Notice of Public Hearing and Proposed Assessment Resolution in the official County newspaper not less than 10 days prior to such public meeting date;

4. Mail Notice of Public Hearing and Proposed Assessment Resolution to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing and Proposed Assessment Resolution; and
5. File each of said documents of record in the office of the County Clerk and make the same available for public inspection.

The motion was seconded by Commissioner _____, and approved by the following roll call vote:

Yes: _____.

No: _____.

(other business)

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Board of County Commissioners of Douglas County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

County Clerk

EXHIBIT A

DOUGLAS COUNTY, KANSAS

**SOUTHEAST LAWRENCE SANITARY SEWER MAIN BENEFIT DISTRICTS
STATEMENT OF FINAL COSTS**

	Total Amount	SE Lawrence Sewer Dist No. 1 Res No. 06-30	SE Lawrence Sewer Dist No. 2 Res No. 06-31	SE Lawrence Sewer Dist No. 3 Res No. 06-32
Total Construction Cost of Project	\$2,937,030.96	\$1,819,983.72	\$534,938.27	\$582,108.97
Plus: County Administrative Fee	5,000.00	3,098.34	910.68	990.98
Plus: County Legal Fee	2,000.00	1,239.34	364.27	396.39
Plus: Estimated Bond Costs of Issuance				
Bond Counsel Fee	15,000.00	9,295.02	2,732.04	2,972.95
Financial Advisor Fee	7,500.00	4,647.51	1,366.02	1,486.47
Paying Agent Fee	5,000.00	3,098.34	910.68	990.98
Rating Agency Fee	6,500.00	4,027.84	1,183.88	1,288.28
Official Statement Printing Expense	2,500.00	1,549.17	455.34	495.49
Publication Expense	1,000.00	619.67	182.14	198.20
State Treasurer Setup Fee	300.00	185.90	54.64	59.46
State Treasurer Registration Fee	30.00	18.59	5.46	5.95
Assessment Notice Mailing Cost	200.00	123.93	36.43	39.64
Transcript Approval Fee	250.00	154.92	45.53	49.55
CUSIP Fee	450.00	278.85	81.96	89.19
Bond Certificate Printing Expense	<u>270.00</u>	<u>167.31</u>	<u>49.18</u>	<u>53.51</u>
Total Project Costs	\$2,983,030.96	\$1,848,488.44	\$543,316.51	\$591,226.00

EXHIBIT B

DOUGLAS COUNTY, KANSAS

**SOUTHEAST LAWRENCE SANITARY SEWER MAIN BENEFIT DISTRICTS
PROPOSED ASSESSMENT ROLLS**

[INSERT PIPER JAFFRAY EXCEL SPREADSHEET]

EXHIBIT C

(Published in *The Lawrence Daily Journal-World*, on June 8, 2009.)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF DOUGLAS COUNTY, KANSAS

You and each of you are hereby notified that the Board of County Commissioners (the "Board") of Douglas County, Kansas (the "County"), will meet for the purpose of holding a public hearing, as provided by K.S.A. 19-27a01 *et seq.*, in the County Commission meeting room at the Douglas County Courthouse, 11th & Massachusetts, Lawrence, Kansas, on June 24, 2009, at 6:35 p.m., or as soon thereafter as the matter can be heard by the Board. Said public hearing is for the purpose of hearing any and all oral or written objections to a proposed Assessment Resolution attached hereto as *Appendix I* in connection with the following described improvements (the "Improvements"):

Project No. 1 – Southeast Lawrence Sanitary Sewer Main Benefit District No. 1

Resolution No. 06-30

Construct a sanitary sewer pump station northeast of N 1300 Rd. (31st St.) and E 1700 Rd. (Kitsmiller Rd.) and force main from the pump station to existing City of Lawrence pump station No. 25 and related appurtenances. [K.S.A. 19-27a01 *et seq.*]

Property Description

Set forth in *Section 1(b)* of Resolution No. 06-30, recorded with the Douglas County Register of Deeds at Book 1013, Pages 2121-2124, as modified by platting and divisions of such property.

Method of Assessment

Per Square foot, as set forth in *Section 1(e)* of Resolution No. 06-30.

Cost of Improvements

\$1,848,488.44.

Project No. 2 - Southeast Lawrence Sanitary Sewer Main Benefit District No. 2

Resolution No. 06-31

Construct a sanitary sewer trunk main from east of E 1700 Rd. (Kitsmiller Rd.) to E 1650 Rd. (Franklin Rd.), with removal of City of Lawrence pump station near Douglas County Jail and related appurtenances. [K.S.A. 19-27a01 *et seq.*]

Property Description

Set forth in *Section 1(b)* of Resolution No. 06-31, recorded with the Douglas County Register of Deeds at Book 1013, Pages 2125-2128, as modified by platting and divisions of such property.

Method of Assessment

Per Square foot, as set forth in *Section 1(e)* of Resolution No. 06-31.

Cost of Improvements

\$543,316.51.

Project No. 3 – Southeast Lawrence Sanitary Sewer Main Benefit District No. 3

Resolution No. 06-32

Construct a sanitary sewer trunk main from E 1650 Rd. to Fairfield Farms East Addition No. 1, with removal of 2 City of Lawrence pump stations and related appurtenances. [K.S.A. 19-27a01 *et seq.*]

Property Description

Set forth in *Section 1(b)* of Resolution No. 06-32, recorded with the Douglas County Register of Deeds at Book 1013, Pages 2129-2132, as modified by platting and divisions of such property.

Method of Assessment

Per Square foot, as set forth in *Section 1(e)* of Resolution No. 06-32.

Cost of Improvements

\$591,226.

An Assessment Roll prepared in accordance with the referenced Resolution approved by the Board is on file in the office of the County Clerk and may be examined by any interested party. At the conclusion of the public hearing, the Board will consider the proposed Assessment Resolution attached hereto as *Appendix I* levying such special assessments.

A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before July 24, 2009. Any amount not so paid on or before July 24, 2009 will be collected in annual installments over a period of 20 years together with interest thereon at the rate obtained by the County for its general obligation bonds issued to finance the costs of the Improvements.

DATED June 1, 2009.

/s/ Jameson D. Shew, County Clerk

APPENDIX I

PROPOSED ASSESSMENT RESOLUTION NO. 09-__

AN ASSESSMENT RESOLUTION LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN DOUGLAS COUNTY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 06-30. 06-31 AND 06-32 OF THE COUNTY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the Board of County Commissioners (the "Board") of Douglas County, Kansas (the "County") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 19-27a01 *et seq.* (the "Act"); and

WHEREAS, the Board has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments - Southeast Lawrence Sanitary Sewer Main Benefit District No. 1. For the purpose of paying the costs of the following described Improvements:

Resolution No. 06-30

Construct a sanitary sewer pump station northeast of N 1300 Rd. (31st St.) and E 1700 Rd. (Kitsmiller Rd.) and force main from the pump station to existing City of Lawrence pump station No. 25 and related appurtenances;

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the County Counselor) against the property described on *Exhibit A* attached hereto, which is the same property described in *Section 1(b)* of Resolution No. 06-30, as modified by platting and land transfers. Said amounts were calculated on the basis set forth in *Section 1(e)* of Resolution No. 06-30 of the County.

SECTION 2. Levy of Assessments - Southeast Lawrence Sanitary Sewer Main Benefit District No. 2. For the purpose of paying the costs of the following described Improvements:

Resolution No. 06-31

Construct a sanitary sewer pump station northeast of N 1300 Rd. (31st St.) and E 1700 Rd. (Kitsmiller Rd.) and force main from the pump station to existing City of Lawrence pump station No. 25 and related appurtenances;

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the County Counselor) against the property described on *Exhibit A* attached hereto, which is the same property described in *Section 1(b)* of Resolution No. 06-31, as modified by platting and land transfers. Said amounts were calculated on the basis set forth in *Section 1(e)* of Resolution No. 06-31 of the County.

SECTION 3. Levy of Assessments - Southeast Lawrence Sanitary Sewer Main Benefit District No. 3. For the purpose of paying the costs of the following described Improvements:

Resolution No. 06-32

Construct a sanitary sewer trunk main from E 1650 Rd. to Fairfield Farms East Addition No. 1, with removal of 2 City of Lawrence pump stations and related appurtenances;

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the County Counselor) against the property described on *Exhibit A* attached hereto, which is the same property described in *Section 1(b)* of Resolution No. 06-32, as modified by platting and land transfers. Said amounts were calculated on the basis set forth in *Section 1(e)* of Resolution No. 06-32 of the County.

SECTION 4. Payment of Assessments. The amounts so levied and assessed in *Sections 1, 2 and 3* of this Assessment Resolution shall be due and payable from and after the date of publication of this Assessment Resolution. Such amounts may be paid in whole or in part on or before July 24, 2009.

SECTION 5. Notification. The County Clerk shall notify the owners of the properties described on *Exhibits A, B and C* attached hereto insofar as known to said County Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid on or before July 24, 2009, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 6. Certification. Any amount of special assessments not paid within the time prescribed in *Section 4* hereof shall be certified by the County Clerk, in the same manner and at the same time as other taxes are certified and will be collected over a period of 20 years, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Assessment Resolution and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 7. Effective Date. This Assessment Resolution shall take effect and be in force from and after its adoption and publication once in the official County newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Board of County Commissioners of Douglas County, Kansas, on June 24, 2009.

(SEAL)

Nancy Thellman, Chairman – 2nd District

Mike Gaughan, Commissioner – 1st District

Jim Flory, Commissioner – 3rd District

ATTEST:

Jameson D. Shew, County Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original assessment resolution; that said Assessment Resolution was passed on June 24, 2009; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in *The Lawrence Daily Journal-World* on June 29, 2009.

DATED: June 29, 2009.

Jameson D. Shew, County Clerk

EXHIBIT A

**DOUGLAS COUNTY, KANSAS
SOUTHEAST LAWRENCE SANITARY SEWER MAIN BENEFIT DISTRICTS**

[INTENTIONALLY OMITTED]

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

The undersigned, County Clerk of Douglas County, Kansas (the "County"), does hereby certify that on June 8, 2009, I caused to be mailed to each and all of the owners of property affected by construction of sewer improvements in Southeast Lawrence Sanitary Sewer Main Benefit District Nos. 1, 2 and 3, authorized pursuant to Resolution Nos. 06-30, 06-31 and 06-32 of the County, at their last known post office address, a Notice of Public Hearing and Proposed Assessment Resolution.

Copies of said documents are attached hereto.

WITNESS my hand and seal as of June 8, 2009.

(Seal)

Jameson D. Shew, County Clerk



Mark Parkinson, Governor
J. Russell Jennings, Commissioner
jja.ks.gov

May 18, 2009

Pam Weigand
7th Judicial District
330 Industrial Lane
Lawrence, KS 66044-1471

Re: SFY 2010 Grant Conditions

Dear Ms. Weigand:

In order to expedite the approval process, a copy of the grant conditions is being provided in advance of final approval of your district's grant application. This is being done so you can make the appropriate arrangements to obtain the appropriate signatures from your Board of County Commissioners.

These conditions may be signed and returned before final approval of your application. However, the grant conditions will not be executed and funds will not be distributed until the Juvenile Justice Authority has approved your application. Please send the signed grant conditions to Ursula Hendrickson in the Fiscal Division.

Sincerely,

Keith Bradshaw,
Director of Operations

cc: Douglas County Board of County Commissioners

AGREEMENT

CONDITIONS OF GRANT

A grant is hereby awarded, commencing on the 1st day of July 2009, from the Kansas Juvenile Justice Authority, hereinafter referred to as "JJA," to the **Douglas County Board of County Commissioners**, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2010. Acceptance of block grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S comprehensive plan and grant application.
- B. Perform intake and assessment functions as required pursuant to K.S.A. 75-7023 and amendments thereto, and in accordance with JJA's Juvenile Intake and Assessment Services Standards.
- C. Perform juvenile intensive supervised probation functions as required pursuant to K.S.A. 75-7034 et seq. and in accordance with JJA's Community Agency Supervision Standards.
- D. Perform case management services for juvenile offenders placed in JJA custody and in accordance with JJA's Community Agency Supervision Standards.
- E. Assume the authority and responsibility for funds received through JJA in accordance with the provisions of the JJA Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants.
- F. Convene a juvenile corrections advisory board pursuant to K.S.A. 75-7044 and amendments thereto, and determine and establish an administrative structure for the effective administration and delivery of the comprehensive juvenile justice system.
- G. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by state block grant funds.
- H. Notify JJA in writing, within ten (10) days of appointment, of administrative changes of the Chairperson for the Board of County Commissioners and Juvenile Corrections Advisory Board, Administrative Contact, Director of Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation.
- I. Adhere to all applicable Federal and State laws and regulations, as well as JJA field standards, policies and procedures, and JJA's Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants.
- J. Comply with the requirements of the Interstate Compact on Juveniles (ICJ). Compliance shall consist of, but is not limited to, assisting the ICJ Deputy Compact Administrator with the return of runaway juveniles to their home state, including transporting out-of-state runaways, escapees or absconders to local airports or other means of transportation as arranged by the juvenile's home state. The requirements also entail Supervision of ICJ cases received and sending appropriate cases to other states for ICJ Supervision (K.S.A. 38-1002 through 38-1009).
- K. Expend JJA funds, including, but not limited to, prevention, incentive and/or graduated sanctions in accordance with GRANTEE's funding application approved by JJA.
- L. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to JJA within thirty (30) days.

- M. Acknowledge that if, in the judgment of the Commissioner of JJA, sufficient funds are not appropriated to fully continue the terms of this agreement, JJA may reduce the amount of the grant award.
- N. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- O. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of JJA, its employees and/or its contractual agents.
- P. Not consider employees or agents of the GRANTEE as agents or employees of JJA. GRANTEE accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- Q. Not hold JJA and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- R. Submit problems or issues regarding the terms of this grant in writing to the Commissioner of the Juvenile Justice Authority for final review and resolution.
- S. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- T. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- U. Provide services to applicable juveniles residing or adjudicated in GRANTEE's Judicial District.
- V. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- W. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- X. Maintain records and submit reports containing such information and at such times as required by JJA.
- Y. Attend all applicable training sponsored by JJA.
- Z. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of graduated sanctions and prevention services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and

shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, JJA Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by JJA, the GRANTEE shall forward a copy of all such agreements to JJA indicating compliance with this condition.

II. JJA AGREES TO:

- A. Establish standards, policies and procedures for Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation, and provide consultation and technical assistance to GRANTEE for the implementation of the comprehensive juvenile justice system.
- B. Provide oversight necessary to support the Juvenile Justice Reform Act.
- C. Maintain case management purchase of service funds for services in the Case Management Payment System Handbook.
- D. Receive and process invoices for non-Medicaid provider services contained in the Handbook.
- E. Assume responsibility for payment of Medicaid services contained in the Case Management Payment System Handbook.
- F. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Juvenile Justice Authority to GRANTEE or its designees.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to JJA within thirty (30) days.
- H. Conduct audits and reviews of GRANTEE to determine their level of compliance with Juvenile Intake and Assessment, Community Case Management, and Juvenile Intensive Supervised Probation standards and the Case Management Payment System Handbook, JJA Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as JJA field standards, policies and procedures, JJA may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- I. Neither assumes nor accepts any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

APPROVED BY: Chairperson, Board of County Commissioners

Name: _____
(Please Print First Name, MI, and Last Name)

Signature: _____ Date: _____

APPROVED BY: Kansas Juvenile Justice Authority Commissioner

Name: J. Russell Jennings

Signature: _____ Date: _____




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

1(d)

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

FROM: Jackie Waggoner, Purchasing Director 
Division of Purchasing

SUBJECT: Consider Acquisition to Print and Mail Tax Statements

DATE: May 28, 2009

Each year the Douglas County Treasurer's Office distributes approximately 90,000 tax statements and tax information sheets. The process requires a company who can print and merge data to the statements. Not all printing companies have this capability.

Last year we used a company, Mail Services, who provides online statement preview and editing functionalities. This ability has proven to be time saving for staff, and creates efficiencies for the Treasurer's Office. I have contacted other companies who can print and merge data, but none offer this online option.

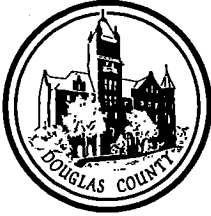
As you are aware, the County is implementing the Manatron system which is scheduled to go live in August. Mail Services has assured us that they could work with the XML file produced by Manatron to print the tax statements.

Our agreement last year with Mail Services has a provision to extend our agreement for 2010 tax statements. Mail Services has submitted a quote for 90,000 tax statements which reflects a price increase by USPS for first class postage. The quote includes printing of statements (including information sheet) and envelopes, folding and inserting, online preview and editing, and postage. Their cost of \$.543 each equates to \$48,870 based on an estimated volume of 90,000.

Douglas County and the City are working on developing a bid for online printing services. I intend to include the tax statements in our solicitation.

It is staff's preference to extend our contract with Mail Services for the 2010 tax statements. This action would require the Board to waive our formal bidding process. Paula Gilchrist and I will be available at the commission meeting to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners waives the formal bidding process, and authorizes extending last year's contract with Mail Services in an estimated amount of \$48,870.



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1(e)

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

FROM: Jackie Waggoner, Purchasing Director *JW*
Division of Purchasing

SUBJECT: Consider Recommendation of a Contract for Resource Asset Inventory

DATE: May 27, 2009

On April 20, 2009 the Board authorized staff to waive our formal bidding process and solicit informal proposals for a multi-jurisdictional resource asset inventory. The resource asset inventory provides emergency responders with necessary information to ensure they request and receive the appropriate resources for their needs during an emergency or disaster.

AMEC Earth & Environmental, E-FM, State and Local Emergency Management Consultants, LLC, and Dean Speaks of Saline County LEPC were the four qualified applicants in our area who received our solicitation. Dean Speaks responded that due to other obligations and deadlines he would not be able to respond to our request. State and Local Emergency Management Consultants was the only response we received.

A committee of four (Teri Smith, Sheila Meggison, Mike Perkins, and myself) reviewed the proposal. We believe their proposal met our requirements including the grant deadline of 8/15/09. The proposal from State and Local Emergency Management Consultants was for a cost of \$45,000. As you may recall, Emergency Management received a grant of \$40,000 for this project. Our committee was successful in negotiating the cost down to \$40,000.

Teri Smith and I will be available at the commission meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners approves the negotiated proposal of \$40,000 to State and Local Emergency Management Consultants to develop a multi-jurisdictional resource asset inventory.

LECOMPTON TOWNSHIP

320 Woodson Avenue
P. O. Box 251
Lecompton, KS 66050
785-887-6836

May 27, 2009

To: Douglas County Commissioners
1100 Massachusetts St., 2nd Level
Lawrence, KS 66044
Re: New Building & Ground

The Lecompton Township would like to build a new 60' x 80' metal building with office, parts room, and shop area.

The new building would replace a metal building which was built in 1947. This building has no running water, no sewer connections, and several tresses are broken. This building is old and falling apart. If the sewer is connected to be within city codes it would be necessary to cross county road 1023/Woodson Ave.

We request the County Commissioners to purchase for the township 3 acres located at 632 N 1851 Road. A resolution would be passed requesting the County to purchase these 3 acres.

The Lecompton Planning Commission Chairperson and Lecompton City Clerk reviewed zoning regulations and found no zoning issues. All fees will be paid to the City of Lecompton for building permits and any extra county inspection costs.

The 3 acres would be purchased from William and Homer Leslie at a cost of \$6,000 per acre. Bill Leslie is the treasurer of the Lecompton Township and would abstain on voting of the purchase of this property.

The Lecompton Township has met with Evan Ice, Attorney for Douglas County, regarding the purchase and sell of said property. August Deptbarn of the Douglas Appraiser's Office has prepared a separate letter to determine the value of this property. This letter is attached. Michael Kelley with Douglas County Public Works has offered to work on a site plan similar to what he has done for other townships.

80% of the cost will be paid by idle funds and the remainder will be on a lease/purchase with the First State Bank of Perry.

All costs accrued by the county will be reimbursed by the Lecompton Township upon receipt of a billing statement.

The Lecompton Township Board appreciates your time and consideration in this matter.

Sincerely,



Jay Robertson
Lecompton Township Trustee

Kansas Statutes

 search

Browsable and searchable archive of 2008 Kansas Statutes Annotated (K.S.A.)

Chapter 80: Townships And Township Officers

Article 1: General Provisions

Statute 80-121: Acquisition of land for township by board of county commissioners; procedure; use of land; bonds. (a) The township board of Lecompton township located in Douglas county, by resolution, may request the board of county commissioners of Douglas county to acquire land by purchase or eminent domain for such township. The resolution shall describe the land which the township desires to be acquired and the purpose for which it is to be acquired. Such land shall be located in the township.

→ The board of county commissioners shall call and hold a hearing on such resolution. Notice of the hearing shall be published at least once each week for two consecutive weeks in a newspaper of general circulation in the township. At such hearing, any person who desires to appear and speak shall be given the opportunity to be heard.

(b) Following such hearing, the board of county commissioners may adopt a resolution of intent to acquire the land, or any portion of such land, described in the petition submitted by the township board. If the board of county commissioners determines that land other than that described in the petition is more suitable for the township purposes, the board may adopt a resolution of intent to acquire such other land for the township.

→ Any resolution adopted pursuant to this subsection shall be published at least once each week for two consecutive weeks in a newspaper of general circulation in the township. If within 30 days following the date of last publication, a petition signed by at least 5% of the qualified electors of the township is filed with the county election officer, no land shall be acquired pursuant to this section unless the question is submitted to and approved by a majority of the qualified electors of the township voting at an election thereon. Such election shall be called and held in the manner provided by the general bond law.

(c) If a sufficient petition is not filed or if the question has been submitted and approved at an election as provided by subsection (b), the board of county commissioners shall acquire, by purchase or eminent domain, the land described in the resolution of intent. Upon acquisition of such land, the board of county commissioners shall convey title thereto to the township. The township shall reimburse the county for all expenses incurred by the county relating to the acquisition of such land, including notice and election expenses.

(d) No more than three acres of land may be acquired pursuant to this section. Any land acquired pursuant to this section shall be used for township purposes.

(e) The township board may construct, purchase or lease buildings for township purposes. The board may join with any corporation, association, society or lodge in the construction or purchase and use of buildings or land acquired pursuant to this section, upon such terms and conditions as may be agreed upon by such township and corporation, association, society or lodge.

(f) The township board may issue general obligation bonds of the township to finance the costs of the acquisition of land and the construction and acquisition of township buildings. No such bonds shall be issued unless such issuance is submitted to and approved by a majority of the qualified electors of the township voting at an election called and held on such issuance. Such election shall be called and held in the manner provided by the general bond law. The question of issuance of bonds may be submitted at any election held pursuant to subsection (b).

History: L. 1999, ch. 146, § 3; July 1.

Memorandum

From: Evan H. Ice, Douglas County Counselor
Date: May 21, 2009
Re: LECOMPTON TOWNSHIP
ACQUISITION OF REAL ESTATE/SALE OF REAL ESTATE

A. ACQUISITION OF REAL ESTATE

K.S.A. 80-121 governs Lecompton Township's acquisition of land (there is another statute that could also apply, but that statute requires an election before a building may be constructed). The following procedure is required:

1. Township Board adopts a Resolution requesting the Board of County Commissioners of Douglas County to acquire land for the Township. The Resolution describes the land the Township desires to have acquired (no more than 3 acres) and the purpose for which the land is to be acquired. The land must be located in the Township.

2. Because the land to be acquired is owned by one of the Township Board members, that Board member should abstain from the Township Resolution. If the interested Board member does not abstain, he will likely violate the Kansas governmental ethics laws.

3. Board of County Commissioners schedules a hearing on the Resolution.

4. Notice of the hearing is published once each week for two consecutive weeks in a newspaper of general circulation in the Township.

5. A public hearing is held before the Board of County Commissioners. The Board must permit anyone who desiring to appear and speak the opportunity to do so.

6. Following the hearing, the Board of County Commissioners may adopt a Resolution. The Resolution states the Board's intent to acquire the land or any portion of the land. Note that the Board of County Commissioners is not required to adopt such a Resolution.

7. If the Board of County Commissioners adopts a Resolution of intent to acquire land, it must publish the Resolution once each week for two consecutive weeks in a newspaper of general circulation in the Township.

8. The Board's acquisition of land on behalf of the Township is subject to a protest petition. If, within 30 days following the last publication, 5% of the qualified electors of the Township sign a protest petition and file it with the County Clerk, the Board cannot acquire the land on behalf of the Township unless submitted to and approved at a Township election.

9. If a sufficient protest petition is not filed, the Board of County Commissioners acquires the land. Upon acquisition, the Board deeds the land to the Township and the Township reimburses the County for all expenses the County incurred in connection with acquisition of the land, including publication and any election expenses.

10. After the Board acquires the land and conveys it to the Township, the Township can construct, purchase, or lease buildings on the land for Township purposes.

NOTE: Craig Weinaug strongly recommends that a Township Board member attend a Board of County Commissioners meeting and discuss the item with the County Commission BEFORE preparing and submitting a Resolution.

B. FINANCING CONSTRUCTION EXPENSES

1. Any financing is subject to the Kansas Cash Basis laws. A lease purchase is permissible to finance the construction expenses if the correct procedures are followed and the lease purchase agreement contains certain statutorily-required provisions.

2. Pursuant to K.S.A. 10-116c, if the term of a lease purchase is 3 years or more and provides for payments in any year in excess of 3% of the total amount budgeted by the Township for expenditure during the current year, a notice specifying the purpose and total of all payments must be published once each week for two consecutive weeks in a newspaper of general circulation in the Township. The lease purchase is subject to a protest petition for a period of 30 days following the date of the last publication. If the protest petition is signed by 5% of the qualified voters of the Township and filed with the County Clerk within the 30 day protest period, the lease purchase cannot be entered into without an election.

C. SALE OF REAL ESTATE

K.S.A. 80-109 governs a Township's sale of real estate. The following is the required procedure:

1. The Township Board must unanimously agree to sell the land.
2. Public notice of the sale or disposition, containing the time, place and conditions thereof must be published in a newspaper of general circulation in the Township at least once each week for three consecutive weeks prior to the sale.
3. The sale must be made to the highest bidder, except the Board has the right to reject any and all bids. The statutory process contemplates, but does not specifically require, sealed bids or a public auction. One method that appears permissible is for the Township to enter into a contract with an individual, with the contract containing a provision that it is contingent upon a third party not offering a higher bid. The notice could then be published and a procedure implemented for others to then offer a higher price, with the initial purchaser having an opportunity to match any higher price.
4. The sale is subject to a protest petition. If, within 45 days of the first publication, 2% or more of the qualified electors of the Township file a protest petition with the County Clerk, the land cannot be sold without an election. This, of course, means that the earliest the transaction could not be closed sooner than 45 days after the first publication.

Lecompton Township Board
Care of Mr. Robertson
Sent via Fax

As per your request I researched the sales of unimproved land in the vicinity of Lecompton Kansas to arrive at an estimated starting price for the purchase of three acres m/l from William L. Leslie and Homer P. Leslie. The purchase would be severed from County Tax ID 023-051-02-0-00-00-009.00-0. This parcel is bisected by County Road N 1851. The northern piece contains 45.4 Ac more or less. The sale of the tract will have a minimal impact on the current use as Ag land or future development.

I found twelve sales occurring form 1/1/2008 to present and estimate the starting point for purchase negotiation to be \$ \$5,400 per acre. Attached is my sales grid.



August Dettbarn

Appraisal Manager
Office of the Douglas County Appraiser

PIN	P_QuickRefID	S_SaleDate	S_Price	TA	SVQ	Section	Township	Range	Price per Acre
'023-029-31-0-00-00-002.00-0	R159	1/3/2008	490000	144.7	51450	31-11-18,	, KS		\$3,386
'023-046-13-0-00-00-001.03-0	R302810	3/14/2008	25000	4.8	51738	13-12-17,	, KS		\$5,208
'023-046-13-0-00-00-001.04-0	R302812	3/14/2008	25000	4.6	51739	13-12-17,	, KS		\$5,435
'023-051-11-0-00-00-004.00-0	R555	1/11/2008	80000	10.4	51478	11-12-18,	, KS		\$7,692
'023-053-05-0-00-00-009.01-0	R313276	6/30/2008	76875	30.2	52398	5-12-18,	, KS		\$2,546
'023-053-05-0-00-00-011.01-0	R793	4/30/2008	300600	80.5	51951	5-12-18,	, KS		\$3,734
'023-053-05-0-00-00-011.02-0	R794	4/30/2008	300600	80.6	51951	5-12-18,	, KS		\$3,730
'023-053-06-0-00-00-002.01-0	R800	5/19/2008	107500	17.5	52075	6-12-18,	, KS		\$6,143
'023-053-06-0-00-00-002.08-0	R807	5/19/2008	107500	18.3	52076	6-12-18,	, KS		\$5,874
'023-054-18-0-00-00-016.08-0	R895	10/17/2008	44000	12.4	52999	18-12-18,	, KS		\$3,548
'023-055-21-0-00-00-013.00-0	R979	4/8/2009	195000	87.2	53573	21-12-18,	, KS		\$2,236
'023-055-21-0-00-00-013.02-0	R303393	4/8/2009	195000	38.9	53573	21-12-18,	, KS		\$5,013

The above sales are located in the rural area around the town of Lecompton.
The boundry is best described as the Kansas River to the North
The County Line on the east, N 1700 road to the south, and
E 800 road to the west.

A time frame of 1/1/2008 to 5/27/2009 was selected.

Overall sales of land within Douglas County appears to be flat since very late 2007
No adjustment of sale price was made for the passage of time

Based on a regression model the suggested price for three acres is \$5,432 rounded to \$5,400

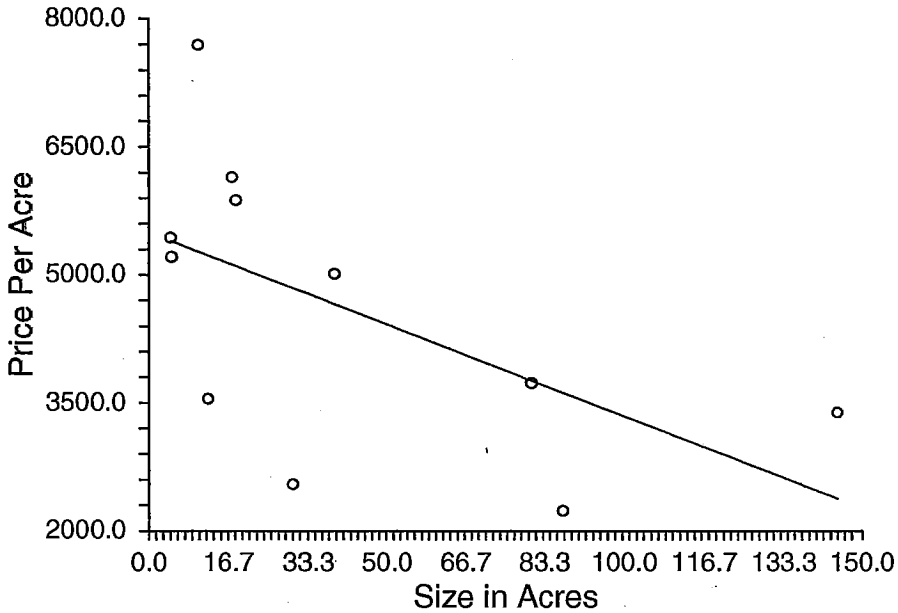
Linear Regression Report

Date/Time 5/27/2009 1:35:48 PM

Y = Price Per Acre X = Size in Acres

Linear Regression Plot Section

Price Per Acre vs Size in Acres



Run Summary Section

Parameter	Value	Parameter	Value
Dependent Variable	Price Per Acre	Rows Processed	12
Independent Variable	Size in Acres	Rows Used in Estimation	12
Frequency Variable	None	Rows with X Missing	0
Weight Variable	None	Rows with Freq Missing	0
Intercept	5496.8156	Rows Prediction Only	0
Slope	-21.5370	Sum of Frequencies	12
R-Squared	0.3475	Sum of Weights	12.0000
Correlation	-0.5895	Coefficient of Variation	0.3009
Mean Square Error	1870033	Square Root of MSE	1367.491

Linear Regression Report

Date/Time 5/27/2009 1:35:48 PM

Y = Price Per Acre X = Size in Acres

Summary Statement

The equation of the straight line relating Price Per Acre and Size in Acres is estimated as: Price Per Acre = (5496.8156) + (-21.5370) Size in Acres using the 12 observations in this dataset. The y-intercept, the estimated value of Price Per Acre when Size in Acres is zero, is 5496.8156 with a standard error of 570.7666. The slope, the estimated change in Price Per Acre per unit change in Size in Acres, is -21.5370 with a standard error of 9.3319. The value of R-Squared, the proportion of the variation in Price Per Acre that can be accounted for by variation in Size in Acres, is 0.3475. The correlation between Price Per Acre and Size in Acres is -0.5895.

A significance test that the slope is zero resulted in a t-value of -2.3079. The significance level of this t-test is 0.0437. Since $0.0437 < 0.0500$, the hypothesis that the slope is zero is rejected.

The estimated slope is -21.5370. The lower limit of the 95% confidence interval for the slope is -42.3298 and the upper limit is -0.7443. The estimated intercept is 5496.8156. The lower limit of the 95% confidence interval for the intercept is 4225.0684 and the upper limit is 6768.5629.

Descriptive Statistics Section

Parameter	Dependent	Independent
Variable	Price Per Acre	Size in Acres
Count	12	12
Mean	4545.4167	44.1750
Standard Deviation	1614.1663	44.1834
Minimum	2236.0000	4.6000
Maximum	7692.0000	144.7000

Linear Regression Report

Date/Time 5/27/2009 1:35:48 PM
 Y = Price Per Acre X = Size in Acres

Regression Estimation Section

Parameter	Intercept B(0)	Slope B(1)
Regression Coefficients	5496.8156	-21.5370
Lower 95% Confidence Limit	4225.0684	-42.3298
Upper 95% Confidence Limit	6768.5629	-0.7443
Standard Error	570.7666	9.3319
Standardized Coefficient	0.0000	-0.5895
T Value	9.6306	-2.3079
Prob Level (T Test)	0.0000	0.0437
Reject H0 (Alpha = 0.0500)	Yes	Yes
Power (Alpha = 0.0500)	1.0000	0.5495
Regression of Y on X	5496.8156	-21.5370
Inverse Regression from X on Y	7283.0112	-61.9716
Orthogonal Regression of Y and X	7281.6733	-61.9413

Estimated Model

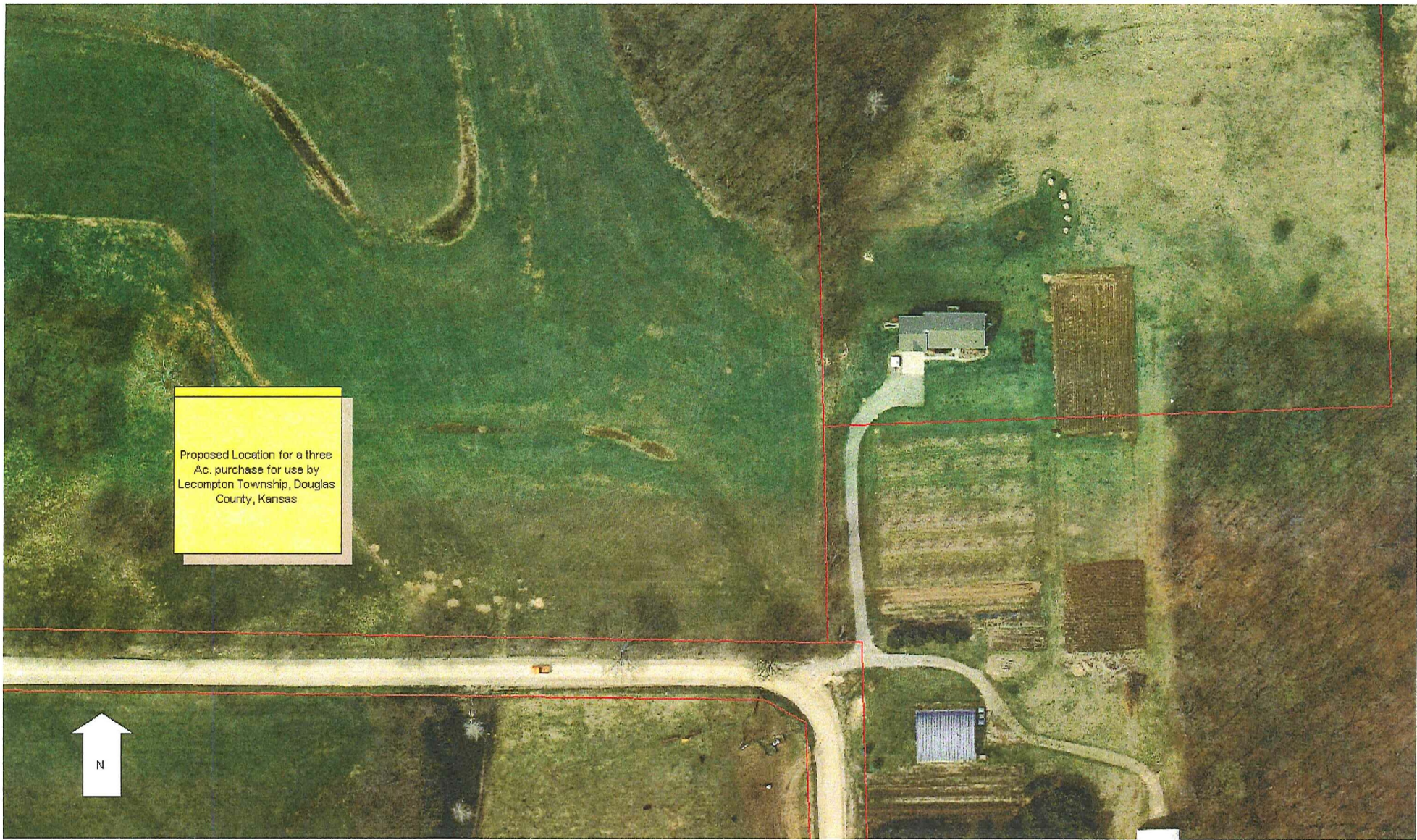
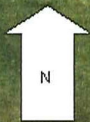
$(5496.81563215998) + (-21.5370450592714) * (\text{Size in Acres})$

Analysis of Variance Section

Source	DF	Sum of Squares	Mean Square	F-Ratio	Prob Level	Power (5%)
Intercept	1	2.479298E+08	2.479298E+08			
Slope	1	9960538	9960538	5.3264	0.0437	0.5495
Error	10	1.870032E+07	1870033			
Adj. Total	11	2.866086E+07	2605533			
Total	12	2.765906E+08				

$s = \text{Square Root}(1870033) = 1367.491$

Proposed Location for a three
Ac. purchase for use by
Lecompton Township, Douglas
County, Kansas



Linear Regression Report

Date/Time 5/27/2009 1:35:48 PM
 Y = Price Per Acre X = Size in Acres

Tests of Assumptions Section

Assumption/Test	Test Value	Prob Level	Is the Assumption Reasonable at the 0.2000 Level of Significance?
Residuals follow Normal Distribution?			
Shapiro Wilk	0.9582	0.757370	Yes
Anderson Darling	0.3299	0.514658	Yes
D'Agostino Skewness	-0.2291	0.818792	Yes
D'Agostino Kurtosis	0.3269	0.743714	Yes
D'Agostino Omnibus	0.1594	0.923405	Yes
Constant Residual Variance?			
Modified Levene Test	0.1141	0.742504	Yes
Relationship is a Straight Line?			
Lack of Linear Fit F(0, 0) Test	0.0000	0.000000	No

No Serial Correlation?

Evaluate the Serial-Correlation report and the Durbin-Watson test if you have equal-spaced, time series data.

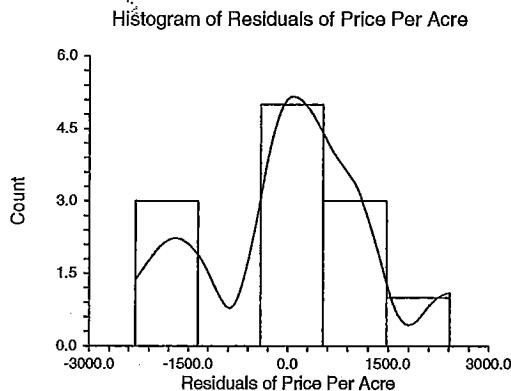
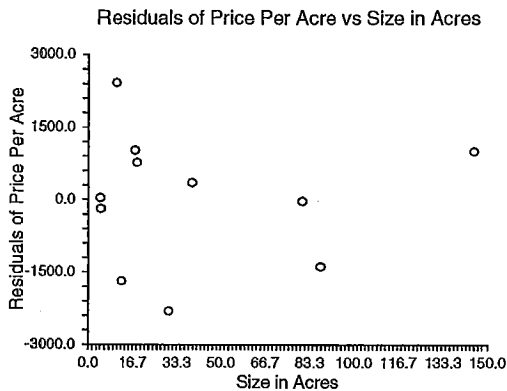
Predicted Values and Confidence Limits Section

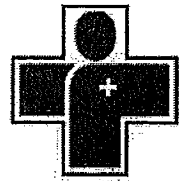
Size in Acres (X)	Predicted Price Per Acre (Yhat X)	Standard Error of Yhat	Lower 95% Confidence Limit of Y X	Upper 95% Confidence Limit of Y X
3.0000	5432.2045	550.8871	4204.7515	6659.6575

Predicted Values and Prediction Limits Section

Size in Acres (X)	Predicted Price Per Acre (Yhat X)	Standard Error of Yhat	Lower 95% Prediction Limit of Y X	Upper 95% Prediction Limit of Y X
3.0000	5432.2045	1474.2826	2147.2982	8717.1108

Residual Plots Section





Health Care Access Clinic
Healthcare for the Uninsured since 1988

May 26, 2009

Board of Directors
President
Neil Salkind

Vice President
Elizabeth Weeks

Secretary
Sheryle D'Amico

Treasurer
Brian Iverson

Member at Large
Sally Brandt

Toni Dudley

Paula Hatcher

Jim Henry

Kay Henry

Wayne Osness

Scott Swedlund

Verdell Taylor

Medical Director
David Goering, MD

County Commissioners Thellman, Flory & Gaughan
c/o Craig Weinaug, County Administrator
1100 E. 11th
Lawrence, KS 66044

RE: Valley View Funds Request
Dear Officials,

The Health Care Access Clinic is planning for a relocation of our operation to 330 Maine in an effort to expand capacity, visibility and volunteerism to provide affordable medical care to more of the 12,000 uninsured, low-income residents of Douglas County. We can proudly tout that for every \$1 donated to the Clinic, another \$8 worth of care is provided through creative partnerships in our medical community - valued at \$4 million again last year.

The Board of Directors and committee volunteers have spent more than 12 months in search of a facility that would meet these goals and feel confident that purchase of this property, across from the hospital emergency room, near the health department/community mental health center/dental clinic/lab & x-ray services is the best option. An overview of our current standing:

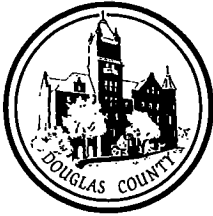
- Purchase, closing costs, inspections and 1st floor renovations cost estimate \$350,000
- Potential total project cost if a 2nd floor addition is approved: \$700,000
- \$96,266 State grant in-hand, must be matched and spend by 6/30

The Health Care Access Clinic would like to request \$96,266 from the Valley View Fund to achieve the necessary match of our existing facility grant from the State of Kansas. A promise to give or actual gift before June 30 is required for our grant requirements. Additional support towards the \$700,000 plan is of course welcome, but the grant match amount is our urgent need.

Please do not hesitate to contact me with questions. Thank you for your consideration.

Respectfully,

Nikki King
Executive Director



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
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/County Engineer *KAB*

Date : May 28, 2009

Re : Authorization to solicit bids for polymer concrete overlay
Route 1061 bridge over Kansas River
Bridge No. 14.90N-21.90E
Project No. 2009-8

The approved CIP includes \$337,400 for a multi-layer polymer concrete overlay for the Kansas River bridge north of Eudora. The concrete deck for this bridge was replaced in the mid-1990's and is in good condition. However, the latest inspection revealed the bottom of the deck has several transverse cracks.

A multi-layer polymer concrete overlay will protect the bridge deck against further deterioration and extend the service life of the bridge. It seals the deck and inhibits chloride migration into the concrete thereby reducing steel corrosion. This system is being used extensively by KDOT and the KTA, and has been very successful.

Later this fall, the KTA plans to open a new interchange on Leavenworth County Route 1 south of Tonganoxie. We anticipate traffic to increase on the Route 1061 bridge over the Kansas River once the new interchange opens. We feel it important to do the proposed work this summer prior to the opening of the new interchange.

The bridge will not be closed to traffic as the contractor will work on one lane at a time. Temporary traffic signals will be required in order to keep the bridge open to traffic.

Plans are nearly complete for this work. We plan to open bids in late-June or early-July with the construction work being done in August.

Action Required: Authorize Public Works to solicit bids for Project No. 2009-8, a multi-layer polymer concrete overlay for the Route 1061 bridge over the Kansas River.

**Douglas
County 9-1-1
Emergency
Communications**



Welcome to the Douglas County Emergency Communications Center

Selma M. Southard, Director

STAFF

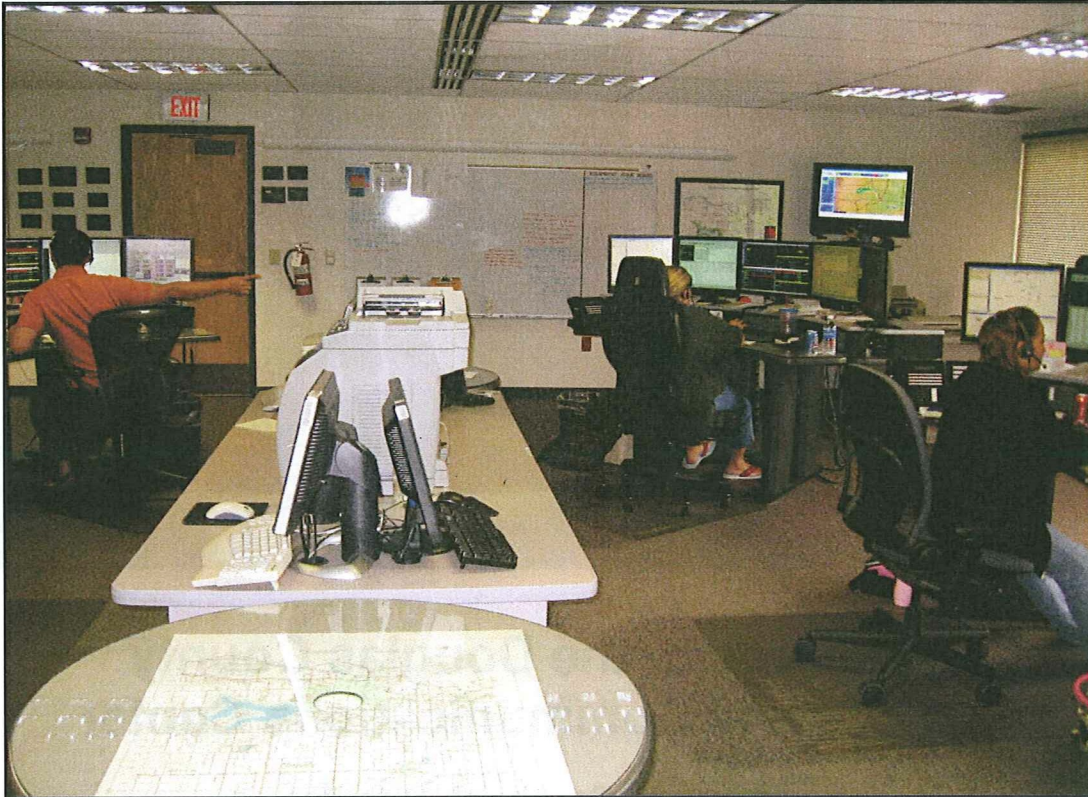
**Vance Collins, Shift Supervisor
Marjorie Hedden, Shift Supervisor
Amanda Reusch, Shift Supervisor
Dagna D'Ercole, Training Coordinator**

COMMUNICATIONS OFFICERS

**13 Non-Introductory Communications Officers (FTE)
4 Communications Officer Trainees (Hired 04/20/09 – 8 months training)
Fully staffed is 20 Communications Officers**

ECC Mission Statement

The ECC's Mission is to serve as the communications link between the citizens and public safety services, to identify locations and public safety responses, to activate public safety services and to provide communication support and coordination for all public safety efforts.



My Personal Mission Statement

To serve as the contact between the public and the public safety organizations by being responsive, while serving the citizens of Douglas County & responders with the highest level of courtesy, commitment, and integrity, and professionalism.

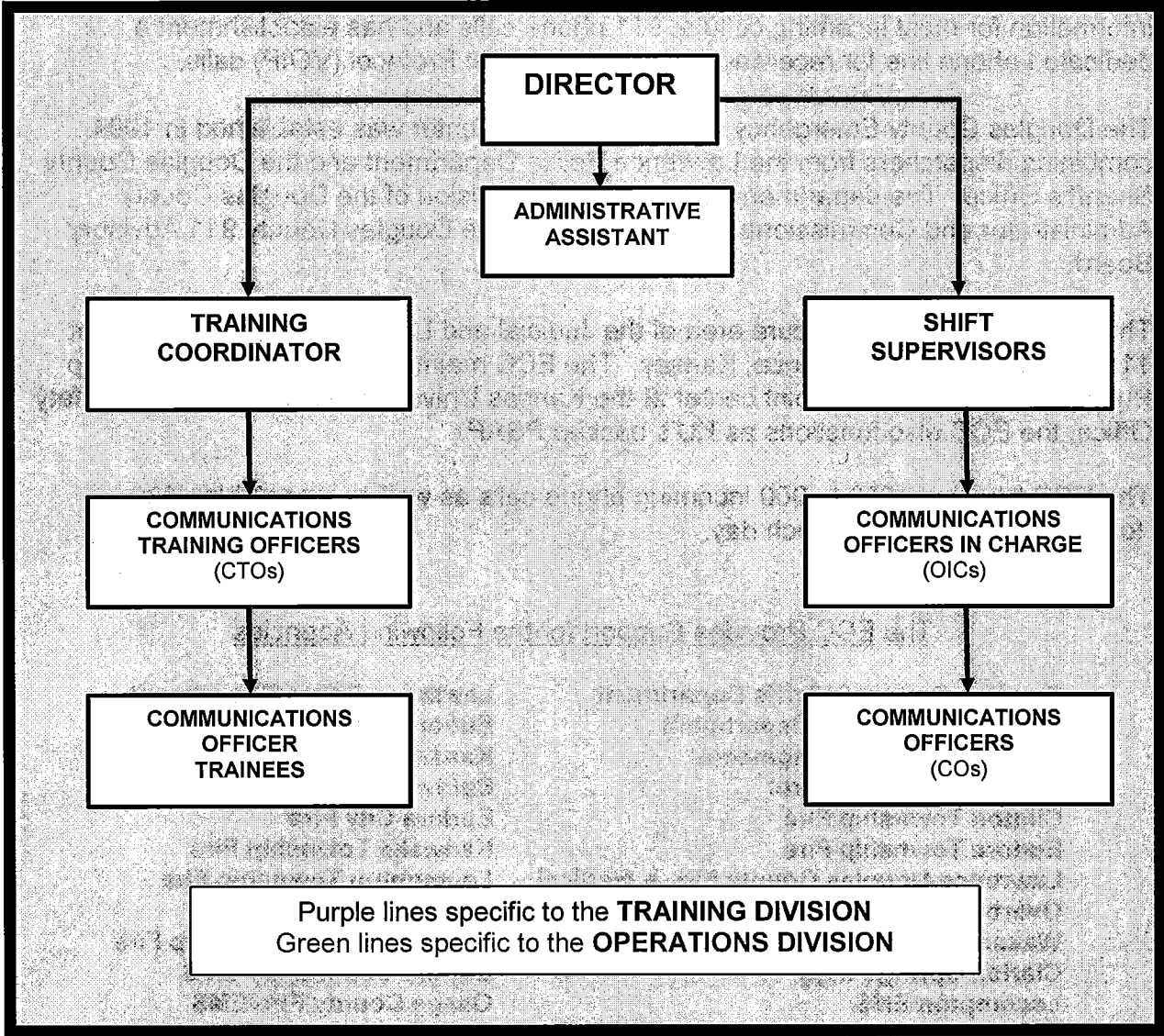
ECC Value Statement

In carrying out our mission, employees of the ECC will continue to value:

- The importance of the people we serve and each other
- Excellence and professionalism in handling our duties
- Problem-solving teamwork with our first responder partners

**Douglas
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ECC ORGANIZATIONAL CHART





GENERAL ECC INFORMATION

The Douglas County Emergency Communications Center (ECC) is a Public Safety Answering Point (PSAP) and dispatching center for all emergency services in Douglas County, including the areas of Lawrence, Eudora, Lecompton and Baldwin City.

The ECC now has the ability to display location and originating phone number information for most incoming cellular 911 phone calls and has establishment a dedicated phone line for receiving Voice over Internet Protocol (VOIP) calls.

The Douglas County Emergency Communications Center was established in 1994, combining dispatchers from the Lawrence Police Department and the Douglas County Sheriff's Office. The department is under the supervision of the Douglas County Administrator and Commissioners, with input from the Douglas County 911 Advisory Board.

The ECC is located in a secure area of the Judicial and Law Enforcement Center, at 111 E. 11th Street in Lawrence, Kansas. The ECC maintains an emergency backup Public Safety Answering Point center at the Kansas University of Kansas Public Safety Office; the ECC also functions as KU's backup PSAP.

The ECC handles - 650 to 900 incoming phone calls as well as dispatching 500 to 800+ calls for service each day.

The ECC Provides Support for the Following Agencies

Douglas County Sheriffs Department	Lawrence Police Department
Baldwin City Police Department	Eudora Police Department
U.S. Army Corp of Engineers	Kansas Wildlife and Parks
Kansas Highway Patrol	Baldwin City Fire
Clinton Township Fire	Eudora City Fire
Eudora Township Fire	Kanwaka Township Fire
Lawrence-Douglas County Fire & Medical	Lecompton Township Fire
Overbrook Fire	Palmyra Township Fire
Wakarusa Township Fire	Willow Springs Township Fire
Clarion Springs EMS	Eudora Community EMS
Lecompton EMS	Osage County Fire/EMS
Wakarusa EMS	Attorney Generals Office
Douglas CO Community Corrections	Kansas Bureau of Investigation (KBI)
KU Medical Center – Security	Alcohol Beverage Control (ABC)
Kansas National Guard	Kansas Department of Corrections
Shawnee County Sheriffs Department	Topeka Police Department
Douglas County Public Works	City of Lawrence
Douglas County Emergency Management	Douglas County Juvenile Detention

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ECC Operations

Communications Officers primarily work one of the following shifts; other shifts may be available depending upon staffing levels:

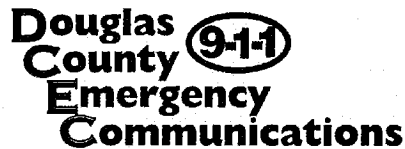
- Day Shift: 06:45am - 2:45pm
- Evening Shift: 2:45pm - 10:45pm
- Midnight Shift: 10:45pm - 6:45am

Operationally, Communications Officers duties are broken down into four main position assignments, each with a specific primary area of responsibility. All Communications Officers are cross-trained for all position assignments, assisting each other as needed to meet the demands of the current activity level.

- Law Enforcement Position: Responsible for the initial dispatching of all calls for service, constant monitoring of all unit status changes and handling of all other priority and/or emergency radio traffic.
- Informational Position: Responsible for all other non-emergency law enforcement related radio traffic, including driver's license and registration checks.
- Fire and Medical Position: Responsible for initial dispatching of all calls for service, unit status changes, ending of calls, and all other fire or medical related radio traffic.
- Call Taker Position: Responsible for answering incoming emergency and non-emergency phone lines, interviewing callers and entering calls for service into the CAD system.

ECC personnel must be able to proficiently operate all necessary equipment and related computer systems, including but not limited to the following:

- Enhanced 911 & (3-telephone switches, 911, City & County) (25 prioritized phone lines)
- 800 MHz and VHF Radio Systems
- Motorola System Watch
- P-25 Interoperability Radio Systems
- Computer Aided Dispatch (CAD)
- ProQa & Aqua Medical Systems
- Geographical Information System (GIS) and Mapping,
- Dictaphone Freedom Recorder
- Warrants Systems
- Various Printers, Fax Machines, Pager Systems
- National Criminal Information Center (NCIC)
- National Law Enforcement Telecommunications System (NLET)
- EMSsystem – (used for hospital medical availability)
- OpenFox- State Computer System for Kansas
- JLEC Building Generator
- ACU1000 Interconnect Radio Controller



Emergency Medical Dispatching

The ECC also implemented an Emergency Medical Dispatch Program in December 2004. The EMD protocols allow dispatchers to provide valuable medical pre-arrival and dispatch life support instructions to callers while an ambulance is responding to the location. Every Communications Officer must maintain EMD certification, which includes an initial 24 hour class, followed by continuing education requirements for recertification every 2 years.

Other Required Certifications

All Communications Officer must maintain certification for the National Criminal Information Center (NCIC) and for Cardio Pulmonary Resuscitation/Automatic External Defibrillator (CPR/AED). Both require recertification every 2 years.

911 Capabilities in Douglas County

Enhanced 911 (E911):

E911 allows the 911 call to selectively route to the proper Public Safety Answering Point (PSAP); the ECC is the primary PSAP for Douglas County. With E911, the ECC is able to receive the telephone account holder's information, including name, address of the phone, and the phone number.

Wireless 911 (Cell Phones)

Douglas County has a Phase-2 wireless 911 system, which allow the PSAP to receive the callers' wireless phone number as well as their location information. While Communications Officers still try to obtain the location from the caller, this is not always possible; wireless phones that contain a Global Positioning System (GPS) chip can usually be located within 150 feet. The LG Dispatch mapping system on the ECC consoles, which interfaces with the 911 system, is also utilized to determine a wireless caller's location.

VoIP 911

Voice over the Internet Protocol (VoIP) is non-traditional phone service that connects a telephone to a computer; the computer attaches to a network via a broadband high-speed internet connection. Many companies provide VoIP telephone service, but E911 service may not be available from all VoIP providers.

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ECC STATISTICS

Key Performance Measures	Number of Telephone Calls Handled by the ECC			
	2005	2006	2007	2008
911 Landline Calls	21,919	19,286	15,629	14,051
911 Wireless Calls	25,469	27,714	29,502	30,392
Admin/Other Incoming Calls	149,159	149,161	141,684	138,022
Outgoing Dispatcher Calls	67,167	65,883	63,602	57,235

The 9-1-1 Dispatcher, is the first - First Responder

The dispatcher, ensures clear communication between all responders, affecting the safety of both the citizen in need and the police, fire and emergency medical personnel responding. Through our actions, we help save lives, protect property, and assist the public in their time of need.

Key Performance Measures	Number of Incidents Handled by the ECC			
	2005	2006	2007	2008
Fire – LDCFM & Rural	4,537	4,391	4,111	4,389
Medical & EMS	7,178	7,870	7,295	7,736
Law Enforcement	184,646	197,867	195,929	181,515

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A Tribute: To Dispatchers

By: Chief Thomas Wagoner
Loveland (Colo.) Police Department

Someone once asked me if I thought that answering telephones for a living was a profession. I said. "I thought it was a calling."

And so is dispatching. I have found in my law enforcement career that dispatchers are the unsung heroes of public safety. They miss the excitement of riding in a speeding car with lights flashing and sirens wailing. They can only hear of the bright orange flames leaping from a burning building. They do not get to see the joy on the face of worried parents as they see their child begin breathing on its own, after it has been given CPR.

Dispatchers sit in darkened rooms looking at computer screens and talking to voices from faces they never see. It's like reading a lot of books, but only half of each one.

Dispatchers connect with the anxious conversations of terrified victims, angry informants, suicidal citizens and grouchy officers. They are the calming influence of all of them - the quiet, competent voices in the night that provide the pillars for the bridges of sanity and safety. They are expected to gather information from highly agitated people who can't remember where they live, what their name is, or what they just saw. And then, they are to calmly provide all that information to the officers, firefighters, or paramedics without error the first time and every time.

Dispatchers are expected to be able to do five things at once and do them well. While questioning a frantic caller, they must type the information into a computer, tip off another dispatcher, put another caller on hold, and listen to an officer run a plate for a parking problem. To miss the plate numbers is to raise the officer's ire; to miss the caller's information may be to endanger the same officer's life. But, the officer will never understand that.

Dispatchers have two constant companions, other dispatchers and stress. They depend on one, and try to ignore the other; they are chastened by upset callers, taken for granted by the public, and criticized by the officers. The rewards they get are inexpensive and infrequent, except for the satisfaction they feel at the end of a shift having done what they were expected to do.

Dispatchers come in all shapes and sizes, all races, both sexes, and all ages. They are blonds, and brunettes, and redheads. They are quiet and outgoing, single or married, plain, beautiful, or handsome. No two are alike, yet they are all the same.

They are people who were selected in a difficult hiring process to do an impossible job. They are as different as snowflakes, but they have one thing in common. They care about people and they enjoy being the lifeline of society - that steady voice in a storm - the one who knows how to handle every emergency and does it with style and grace; and, uncompromised competence.

Dispatchers play many roles: therapist, doctor, lawyer, teacher, weatherman, guidance counselor, psychologist, priest, secretary, supervisor, politician, and reporter. And few people must jump through the emotional hoops on the trip through the joy of one caller's birthday party, to the fear of another caller's burglary in progress, to the anger of a neighbor blocked in their drive, and back to the birthday caller all in a two-minute time frame. The emotional rollercoaster rolls to a stop after an 8 or 10 hour shift, and they are expected to walk down to their car walk with steady feet and no queasiness in their stomach - because they are dispatchers. If they hold it in, they are too closed. If they talk about it, they are a whiner. If it bothers them, it adds more stress. If it doesn't, they question themselves, wondering why.

Dispatchers are expected to have:

The compassion of Mother Theresa
The wisdom of Solomon
The interviewing skills of Oprah Winfrey
The gentleness of Florence Nightingale
The patience of Job
The voice of Barbara Streisand
The knowledge of Einstein
The answers of Ann Landers
The humor of David Letterman
The investigative skills of Sgt. Joe Friday

The looks of Melanie Griffith or Don Johnson
The faith of Billy Graham
The energy of Charo and the endurance of the Energizer Bunny

Is it any wonder that many drop out during training? It is a unique and talented person who can do this job and do it well.

Needs

- Consider in the Future:
- Increasing dispatch staff positions
- Hiring a full time radio/computer person
- Purchasing a larger JLEC generator
- Allowing the opening & usage of the shell space in dispatch

Thank You . . .