

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, JULY 27, 2009

8:10 a.m. – County Commission Meeting

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 3-party agreement with KDOT and BNSF Installation of railway-highway crossing signals on E1850 Road (Keith Browning)
- (c) Consider approval of Change Order for Route 1057 Resurfacing Project – Project No. 2003-12 (Keith Browning)
- (d) Consider approval of resolution appointing Steven W. Miles as Douglas County Appraiser (Pam Madl)

REGULAR AGENDA

- (2) Consider adoption of Resolution authorizing sale of bonds to finance improvements in Southeast Lawrence Sanitary Sewer Main Benefit Districts No. 1, No. 2, and No. 3 (Evan Ice)
- (3) Consider options to purchase a street sweeper (Jackie Waggoner)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (5) Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. This justification is to maintain attorney client privilege on a matter involving Douglas County. (Evan Ice)
- (6) Adjourn

TUESDAY, JULY 28, 2009 (Baldwin City Library)

7:00-8:30 p.m. - Kansas Department of Transportation Invitation for Public Officials Briefings #1 for US-56 Corridor Management Plan with Douglas County and Baldwin City (Baldwin City Library)

WEDNESDAY, JULY 29, 2009 (Light Agenda)

6:35 p.m. – County Commission Meeting

-Convene

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;

REGULAR AGENDA

- (2) Consider approval of **CUP-6-7-09**, a Conditional Use Permit for revisions to previously approved CUP-12-12-97. Submitted by Heart of America Teen Challenge, property owner of record. Mary Miller is the Planner.

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

(4) Adjourn

MONDAY, AUGUST 3, 2009

- Presentation by Judge Tacha regarding Freedoms Frontier National Heritage Area (Judge Tacha)
- Consider the approval of a resolution authorizing the continue imposition of a telephone user tax for the operation of an enhanced 911 emergency telephone service in Douglas County (Selma Southard)

WEDNESDAY, AUGUST 5, 2009

- Consider approval of Supplemental Agreement No. 1 with KDOT concerning the extension of E 1326 Road from Berg Acres area to Route 458, in conjunction with US-59 freeway construction project (Keith Browning)
- Discussion of pedestrian issues in Eudora (John Drees, Eudora Pedestrian Safety Committee)
- Consider approving revised CPA-2004-02, a Comprehensive Plan Amendment to Horizon 2020, Chapter 7: Industrial and Employment Related Land Use and consider adopting Joint City Ordinance No. 8402/County Resolution as tabled from the July 15, 2009 meeting. (Amy Brown is the Planner)

MONDAY, AUGUST 10, 2009

- Consider adoption of Resolution relating to the issuance of bonds to finance improvements in Southeast Lawrence Sanitary Sewer Main Benefit Districts No. 1, No. 2, and No. 3 (Evan Ice)
- Lawrence Chamber Program of Work - 2nd Quarter Progress Report (Tom Kerns)

MONDAY, AUGUST 17, 2009 (Light Agenda)

WEDNESDAY, AUGUST 19, 2009

- Public Hearing for 2010 Budget

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.



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 *KB*

Date : July 9, 2009

Re : Consent Agenda approval of 3-party Agreement with KDOT and BNSF
Installation of railway-highway crossing signals on E 1850 Road

Attached are three (3) original copies of a 3-party agreement between KDOT, the Burlington Northern Santa Fe (BNSF) railroad, and Douglas County for installation of railroad crossing signals and gates on E 1850 Road ½-mile north of Route 442. Under provisions of the agreement, BNSF installs the signals with 100% federal funding reimbursement from KDOT.

Also under terms of the agreement, Douglas County is responsible for installing warning signs on E 1850 Road in advance of the crossing. We are currently responsible for these signs. Douglas County has no added costs or responsibilities resulting from this agreement.

KDOT monitors railroad crossings, and prioritizes crossing upgrades. Factors typically considered are volume of train traffic, volume of roadway traffic, train speeds, accident history, etc. Douglas County was not a party in the decision to install gates at this location, but this department is very much in favor of the installation.

For your information, this department is responsible for railroad-crossing warning signs on all county and township-maintained roads. We are also responsible for periodic railway-roadway crossing inspections. Any deficiencies noted during the inspections are reported to the appropriate party.

Action Required: Consent Agenda approval of a 3-party agreement between Douglas County, KDOT, and BNSF Railroad for installation of railway-highway crossing signals with gates on E 1850 Road ½-mile north of Route 442 (N 1400 Road). The BOCC Chair should sign three (3) original copies of the agreement.

"COUNTY'S ORIGINAL"

Agmt. No. 006093048

A G R E E M E N T

BNSF Railway Company
Crossing Signals With Gates

Project No. 23 X-2742-01
HSIP-X274(201)
Douglas County, Kansas

Agreement between the BNSF Railway Company, the County of Douglas, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, _____, by and between the BNSF Railway Company, a Corporation, hereinafter referred to as the "Company", the County of Douglas, Kansas, hereinafter referred to as the "County", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type with gates at a grade crossing (DOT #005836L) on E 1850 Road, Douglas County, Kansas, said project to be known and designated as Project No. 23 X-2742-01; HSIP-X274(201) and more particularly described as follows:

at the intersection of E 1850 Road and the Company's tracks approximately 1,310 feet West and 1,283 feet South of the Northeast Corner of Section 2, Township 13 South, Range 20 East, in Douglas County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the County, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The County will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project, the estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Area Engineer at Osage City, Kansas, at least one week in advanced of the date that work on the project is to be started and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Area Engineer of the date that work on the project is to be resumed.

5. The Company will remove the existing crossbucks and will install the new flashing light straight post type signals with gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

6. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

7. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

8. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 9.

9. The Company will submit to the Secretary's Area Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total

amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the Secretary and/or Federal Highway Administration. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are declared by the Secretary and/or Federal Highway Administration to be ineligible for participation in Federal Funds.

10. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

11. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

12. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

13. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the Company, the County and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper officers on the day and year first herein written.

DEBRA L. MILLER
SECRETARY OF TRANSPORTATION

BY: _____
DANIEL L. SCHERSCHLIGT, P.E.
DIRECTOR OF ENGINEERING
AND DESIGN

BNSF RAILWAY COMPANY

BY: General Brett
TITLE: Asst Public Projects

ATTEST:

DOUGLAS COUNTY

COUNTY CLERK

PRESIDENT OF GOVERNING BODY

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
FEDERAL FUNDS

LOCATION EAST LAWRENCE

DETAILS OF ESTIMATE

PLAN ITEM : XING-6

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

REVISED TO NEW PRICING LIST 09/04/03

INSTALL CONSTANT WARNING AND FLASHER WITH GATES AT E 1850 IN LAWRENCE, KS. KANSAS DIV., TOPEKA SUBDIV., L/S 7101, M.P. 22.21, DOT # 005836L
MONTHLY POWER UTILITY COST CENTER: ???

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

THE STATE OF IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

SIGNAL FIELD LABOR - CAP	720.0	MH	18,764	
SIGNAL SHOP LABOR - CAP	64.0	MH	1,684	
PAYROLL ASSOCIATED COSTS			14,067	
EQUIPMENT EXPENSES			6,338	
DA LABOR OVERHEADS			21,878	
INSURANCE EXPENSES			3,271	
TOTAL LABOR COST			66,002	66,002

MATERIAL				

BATTERY	1.0	EA N	5,088	
BUNGALOW 6X6	1.0	EA N	8,612	
BUNGALOW MATERIAL	1.0	LS N	3,536	
CABLE	1.0	EA N	9,095	
CHARGERS	1.0	LS N	1,020	
CONDUIT, PVC 4", SCH 80	60.0	FT N	234	
CONSTANT WARNING	1.0	EA N	18,163	
FIELD MATERIAL	1.0	LS N	3,305	
FOUNDATION	2.0	EA N	1,010	
GATE KEEPER	2.0	EA N	3,722	
GATE MECH	2.0	EA N	15,070	
GAURD RAIL, 1/2 OVAL	2.0	EA N	906	
LAMP RESISTOR	1.0	EA N	792	
LED LIGHT ADJUSTMENT	8.0	EA N	1,928	
LED LIGHT GATE KIT	2.0	EA N	784	
LIGHT OUT DETECTOR	1.0	EA N	891	
MATERIAL FOR ELECTRICAL	1.0	EA	1,500	
RECORDER	1.0	EA N	5,203	
SHUNT, NBS	2.0	EA N	1,764	
TELLULAR DEVICE	1.0	EA N	2,500	
TJC	2.0	EA N	2,152	
MATERIAL HANDLING			75	
USE TAX			5,527	
OFFLINE TRANSPORTATION			864	
TOTAL MATERIAL COST			93,741	93,741

OTHER				

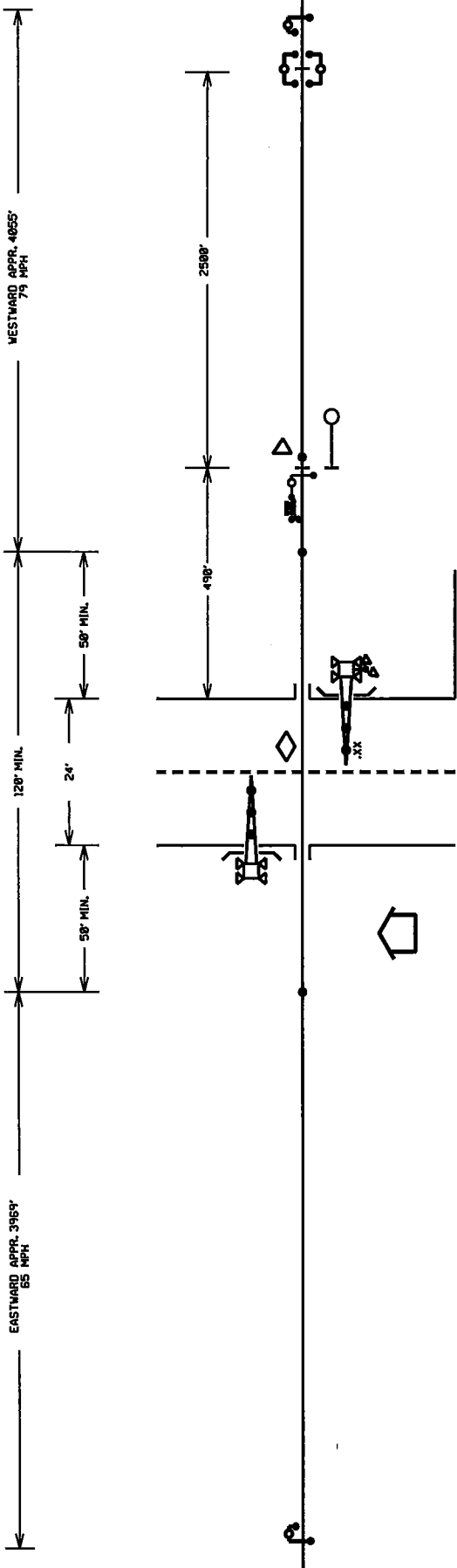
AC POWER SERVICE	1.0	EA	10,000	
CONTRACT ENGR.	1.0	EA N	5,000	

DIRECTIONAL BORE	1.0 LS	2,500	
FILL DIRT	150.0 CY N	3,750	
SURFACE ROCK	30.0 CY N	750	
		<hr/>	
TOTAL OTHER ITEMS COST		22,000	22,000
		<hr/>	
PROJECT SUBTOTAL			181,743
CONTINGENCIES			18,174
BILL PREPARATION FEE			2,000
			<hr/>
GROSS PROJECT COST			201,917
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			201,917

The Burlington Northern & Santa Fe Railway Company

TO LAWRENCE KS

TO KANSAS CITY KS



E 1850
DOT * 005 836 L

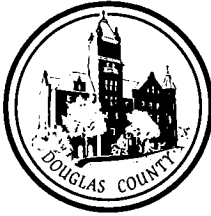
INSTALL: GATES & FLASHERS
CONTROL DEVICES: CONSTANT WARNING

BOLD - IN
 - OUT
 SALVAGE: NONE

	INSTRUMENT HOUSE
	BELL
	METER
	CROSSING CONTROL CONNECTIONS
	BIDIRECTIONAL CROSSING CONTROL
	UNIDIRECTIONAL CROSSING CONTROL
	COUPLER OR TERMINATION
	GUARD RAIL

Warning device placement:
 Clearance to C.L. Track = Min. 12', Max. 20'
 Edge of Road to C.L. Foundation:
 Min. 4'3" with curb,
 Min. 8'3" without curb,
 Max. 12'
 House Clearance:
 30' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
 LAWRENCE, KS
 E 1850
 LS: 7101
 M.P. 22.21
 DOT = 005 836 L
 DIVISION KANSAS
 SUBDIVISION TOPEKA
 KANSAS CITY
 NO SCALE
 DATE: 06-12-09
 FILE: 710122 21 .dgn
 DDF/DDF



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

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

Date : July 21, 2009

Re : Change order for Route 1057 resurfacing project
Project No. 2003-12

The referenced project involves reconstructing the pavement of Route 1057 between K-10 and Route 442. The project includes removing the existing pavement, excavating the subgrade to plan grade, stabilizing 9" depth of subgrade with flyash, and constructing 10" asphalt pavement. The BOCC awarded a contract to LRM Industries in the amount of \$322,308.25 for the project. The BOCC also authorized the Public Works Director to approve change orders up to 5% of the contract cost, or up to \$16,115.41.

After removing the existing pavement and excavating the subgrade to plan grade, it is clear that flyash stabilization will not be adequate for a large portion of the project area. Some very soft areas requiring an increased stabilization effort were revealed. Typically stabilization of soft subgrade involves over-excavating and placing large rock until the subgrade is stabilized. Given the depth of poor soils in this roadway fill, this method will not be cost effective. The roadway fill approaching the interchange over K-10 was constructed of very poor "fat" clay material obtained from excavating the ski pond on the south side of K-10 west of Route 1057.

For a 1000-foot length of the project, we propose to replace flyash stabilization with a geo-grid material overlain with 6" thickness of AB-3 base material. The 10" asphalt pavement is then placed on top of the AB-3 base material.

LRM submitted a cost proposal for the additional stabilization work that results in a project cost increase of **\$19,360.95**. This exceeds my approval authority by \$3,245.54. Since the BOCC was not meeting the week of July 20, and given the need to keep the project moving, I received approval to proceed from the Assistant County Administrator. I then notified LRM to proceed with the additional stabilization work.

Action Required: After-the-fact approval of change order for additional stabilization work resulting in a project cost increase of \$19,360.95 for Project No. 2003-12, resurfacing Route 1057 from K-10 to Route 442.

RESOLUTION NO. 09-_____

A RESOLUTION APPOINTING STEVEN W. MILES AS DOUGLAS COUNTY APPRAISER

WHEREAS, The Board of County Commissioners is required by K.S.A. 19-430 to appoint a County Appraiser for Douglas County on July 1 of each fourth year following January 15, 1977; and

WHEREAS, Such statute provides that the term of the County Appraiser shall be for a period of four (4) years and until such appraiser's successor shall be appointed and qualified; and

WHEREAS, K.S.A. 19-430 provides that no person shall be appointed or reappointed to serve as a County Appraiser unless such person shall be qualified by the Director of Property Valuation as a Certified Kansas Appraiser; and

WHEREAS, The Board of County Commissioners finds that Steven W. Miles is a General Real Property Appraiser and is qualified to be appointed as the Appraiser of Douglas County, Kansas.

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

Section 1. Steven W. Miles is hereby appointed as County Appraiser of Douglas County, Kansas as provided in K.S.A. 19-430, and amendments thereto.

Section 2. This resolution shall take effect and be in force from July 1, 2009 to June 30, 2013.

APPROVED this _____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

Jim Flory, Member

Mike Gaughan, Member

ATTEST:

County Clerk



MEMORANDUM

DATE: July 20, 2009

TO: Craig Weinaug
Pam Madl

FROM: Greg Vahrenberg

RE: Douglas County, Kansas
General Obligation Bonds
Series 2009-A

The purpose of this memorandum is to outline the options for selling the Series 2009-A General Obligation Bonds (the "Bonds") being issued by Douglas County, Kansas. The Bonds are being issued for the purpose of providing permanent financing for the improvements completed in the Southeast Lawrence Sewer Main Benefit Districts. The Bonds are to be repaid from special assessments levied against the property benefited from the Improvements. The Bonds are a general obligation of the County and if such assessments are insufficient, the County has pledged its full-faith and credit towards the repayment of the Bonds.

The Series 2009-A General Obligation Bonds being issued by the County will be structured with a long first interest payment date in order to accommodate the special assessments which will be certified after the closing of the bond issue. It is anticipated that the first payment on the Bonds will occur on March 1, 2011. This first payment is slightly longer than most similar bond issues.

In regards to the method of selling the Bonds, there are two primary methods of sale available to the County. These methods of sale include a Competitive Sale and Negotiated Sale. In a Competitive Sale, the County will advertise the sale of the Bonds to potential banks and brokerage firms. Piper Jaffray would serve as financial advisor to the County and another firm would then serve as underwriter for the Bonds. On the specified date of sale, we will accept bids and award the sale of the Bonds to the lowest bidder.

In a Negotiated Sale, the County selects the firm which it wants to serve as the purchaser, or underwriter, of the Bonds. The underwriter then works with its internal sales force to identify investors for the Bonds. As an outcome of this sales process, the underwriter then establishes the final interest rates and presents them to the County for consideration.

There are advantages to either approach for selling the Bonds. Some issuers like the competitive sale process as it gives them the ability to accept the low bidder on the date of the bond sale. The competitive sale is an effective method of selling a bond issue which does not contain any unusual characteristics and may be appealing to a broad group of potential bidders.

Other issuers prefer a negotiated sale as it gives them flexibility in regards to the timing of sale and allows for an effective marketing of a bond issue which may contain unusual structuring characteristics. Negotiated sales are often used during periods of uncertainty in the bond market, when issuers are attempting to accomplish specific financing goals, when a bond issue contains an unusual provision that may present a challenge at a competitive sale or when the issuer wants to give priority for the sale of the bonds to local investors.

In the past Piper Jaffray has served as the underwriter for all of the County's outstanding bond issues, except for the Series 2001 Taxable General Obligation Bonds. The Series 2001 Bonds were sold at competitive sale and the other issues of the County were sold through a negotiated sale. Piper Jaffray served as financial advisor to the County for the competitive sale of the Series 2001 Bonds. Piper Jaffray served as the underwriter for the issues sold through negotiated sale.

The Kansas statutes allow for a negotiated sale on general obligation bond issues where the size of the bond issue is less than \$2,000,000 or if the issue contains a refunding, or refinancing, component. In the event our firm is selected as underwriter we would resign as financial advisor and waive our financial advisory fee for this issue. We would be responsible for setting the interest rates and providing information to the County regarding similar bond issues and the appropriateness of such interest rates.

Douglas County has benefited from a solid bond rating and is a highly respected issuer of bonds in the municipal bond market. It is my opinion that either approach to selling the bonds will result in a favorable outcome for the County.

I hope this information is helpful. Please let me know if you have any questions or if you need any additional information. We appreciate having the opportunity to assist the County with this project.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
DOUGLAS COUNTY, KANSAS
HELD ON JULY 27, 2009**

The governing body met in regular session at the usual meeting place in the County, at 8:30 a.m., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds, Series 2009-A, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS, SERIES 2009-A, OF DOUGLAS COUNTY, KANSAS.**

Commissioner _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____

Nay: _____

The Chairman declared the Resolution duly adopted; the Clerk designating the same Resolution No. 09-__.

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body 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)

Clerk

RESOLUTION NO. 09-__

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2009-A, OF DOUGLAS COUNTY, KANSAS.

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

<u>Project Description</u>	<u>Res No.</u>	<u>Amount</u>
Southeast Lawrence Sanitary Sewer Main District No. 1	06-30	\$1,848,488.44
Southeast Lawrence Sanitary Sewer Main District No. 2	06-31	543,316.51
Southeast Lawrence Sanitary Sewer Main District No. 3	06-32	<u>591,226.00</u>
Total:		\$2,983,030.95

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements; and

WHEREAS, the Issuer, has selected the firm of Piper Jaffray & Co., Leawood, Kansas ("Financial Advisor"), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk and Assistant County Administrator, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Bonds, Series 2009-A (the "Bonds") in accordance with the presentation made by the Financial Advisor to the Board this date.

Section 2. The Chairman, County Clerk, County Administrator or designate, in conjunction with the Financial Advisor, Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel") and the County Counselor are hereby authorized to cause to be prepared a Notice of Bond Sale and a Preliminary Official

Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Bonds.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Douglas County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Financial Advisor is hereby authorized to submit a bid or participate in a syndicate submitting a bid for the purchase of the Bonds.

Section 7. The Chairman, Clerk, Administrator or designate and the other officers and representatives of the Issuer, the Financial Advisor, Bond Counsel and the County Counselor are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

Section 8. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Board of County Commissioners of Douglas County, Kansas, on July 27, 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 resolution; that said resolution was passed on July 27, 2009.

DATED: July 27, 2009.

Jameson D. Shew, County Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

July 27, 2009

To:

Re: Douglas County, Kansas, General Obligation Bonds, Series 2009-A

Ladies and Gentlemen:

The undersigneds are the duly acting Chairman and Assistant County Administrator of Douglas County, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

Very truly yours,

DOUGLAS COUNTY, KANSAS

By: _____
Title: Chairman

By: _____
Title: Assistant County Administrator

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
DOUGLAS COUNTY, KANSAS
HELD ON JULY 27, 2009**

The governing body met in regular session at the usual meeting place in the County, at 8:30 a.m., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds, Series 2009-A, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS, SERIES 2009-A, OF DOUGLAS COUNTY, KANSAS.**

Commissioner _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Chairman declared the Resolution duly adopted; the Clerk designating the same Resolution No. 09-__.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body 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)

Clerk

RESOLUTION NO. 09-__

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2009-A, OF DOUGLAS COUNTY, KANSAS.

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

<u>Project Description</u>	<u>Res No.</u>	<u>Amount</u>
Southeast Lawrence Sanitary Sewer Main District No. 1	06-30	\$1,848,488.44
Southeast Lawrence Sanitary Sewer Main District No. 2	06-31	543,316.51
Southeast Lawrence Sanitary Sewer Main District No. 3	06-32	<u>591,226.00</u>
Total:		\$2,983,030.95

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements; and

WHEREAS, the Issuer, has heretofore issued and has outstanding certain other general obligation bonds, ; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to refund certain of said general obligation bonds the "Refunded Bonds") in order to restructure the debt service requirements on such Refunded Bonds; and

WHEREAS, the Issuer hereby selects the firm of Piper Jaffray & Co., Leawood, Kansas as underwriter (the "Underwriter") for one or more series of general obligation bonds of the Issuer to be issued in order in order to provide funds to permanently finance the Improvements and to refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Underwriter to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Underwriter, in conjunction with the Clerk and Assistant County Administrator, to proceed with the preparation and distribution of a preliminary official statement and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF DOUGLAS COUNTY, KANSAS, AS FOLLOWS:

Section 1. The Underwriter is hereby authorized to proceed with the offering for sale of one or more series of general obligation bonds of the Issuer (the “Bonds”) in order to permanently finance the costs of the Improvements and to refund the Refunded Bonds in accordance with the presentation made by the Underwriter to the Board this date. The offering for sale of the Bonds shall be accomplished in consultation with the County Administrator, Gilmore & Bell, P.C. (“Bond Counsel”) and the Underwriter. The confirmation of the sale of the Bonds shall be subject to the execution of a bond purchase agreement between the Underwriter and the Issuer (the “Bond Purchase Agreement”) in a form approved by Bond Counsel and the County Counselor, the adoption of a resolution by the Board authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds.

Section 2. The Chairman, County Clerk, County Administrator or designate, in conjunction with the Underwriter, Bond Counsel and the County Counselor are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirements of the Rule.

Section 4. The Issuer agrees to provide to the Underwriter within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Chairman, Clerk, Administrator or designate and the other officers and representatives of the Issuer, the Underwriter, Bond Counsel and the County Counselor are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, make provision for the payment and/or redemption of the Refunded Bonds and the purchase of any United States Treasury Securities need to accomplish the payment of such Refunded Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Board of County Commissioners of Douglas County, Kansas, on July 27, 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 resolution; that said resolution was passed on July 27, 2009.

DATED: July 27, 2009.

Jameson D. Shew, County Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

July 27, 2009

To: Piper Jaffray & Co.
Leawood, Kansas

Re: Douglas County, Kansas, General Obligation Bonds, Series 2009-A

Ladies and Gentlemen:

The undersigneds are the duly acting Chairman and Assistant County Administrator of Douglas County, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

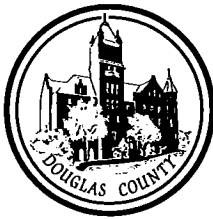
For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

Very truly yours,

DOUGLAS COUNTY, KANSAS

By: _____
Title: Chairman

By: _____
Title: Assistant County Administrator




DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

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

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

FROM: Jackie Waggoner, Purchasing Director 
Division of Purchasing

SUBJECT: Consider Options to Purchase a Street Sweeper

DATE: July 22, 2009

Public Works has a 1995 Walden Street Sweeper with 6,394 hours that is currently inoperable. It has been determined that the transmission and hydraulic system has failed and would have significant repair cost.

In exploring our options we looked at 1) a contract with Berry Tractor established by Wakarusa Township, 2) Houston-Galveston Area Council (HGAC; inter local cooperative agreement through MARC), and 3) used equipment. We did not find any Sweepers available through local auctions. The table below summarizes our options:

SUPPLIER	YEAR	MODEL	WARRANTY	COST
	2009	DT80CT	One Year – full machine Two Years – engine	\$35,717
	2008	DT80CT (60 hrs.)	6 Months – full machine 1 Year – engine	\$33,275
HGAC	2009	Broce RJ350	One Year – full machine Two Years – engine	\$38,522
	2009	Rosco SweepPro	One Year – full machine Two Years – engine	\$40,885

*Wakarusa Township paid \$38,227 for a 2008 model.

This equipment is used daily so in the interim of making decisions Public Works will incur an expense of \$1,000 weekly to rent equipment. Typically this expenditure would require a formal bidding process or accessing a cooperative contract (HGAC, State, etc.). The time frame for a formal bidding process is approximately 4-6 weeks.

Berry Tractor has offered us \$1,425 as trade-in allowance. Usually we can sell our equipment through an auction and generate more revenue than through a trade-in offer. Because the equipment is inoperable and has major repair costs we believe this trade-in offer would exceed any auction offers. Mike Perkins would prefer to purchase the 2008 model from Berry Tractor, and accept their trade-in offer. Funds are available in equipment reserve for this expenditure.

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

SUGGESTED MOTION: The Board of County Commissioners waives our bidding process, and approves the purchase of a 2008 Street Sweeper in the amount of \$31,850 (includes trade-in allowance) from Berry Tractor of Topeka, KS.