

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda: 12-14-09

WEDNESDAY, DECEMBER 16, 2009

4:00 p.m. – County Commission Meeting

-Convene

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider approval of resolutions for Cereal Malt Beverage Licenses for Midland Farms Store and Cecil Monday's Bar & Grill (Clerk's Office);
- (c) Consider approval of Financial Audit Contract with RubinBrown (Jackie Waggoner)-Backup to follow;
- (d) Consider approval of Agreement for County Treatment of Noxious Weeds on KDOT Right-of-Way (Keith Browning);
- (e) Consider approval of outdoor siren warning maintenance agreement (Jackie Waggoner)-Backup to follow;
- (f) Approve the amended bylaws of the Lawrence – Douglas County Bicycle Advisory Committee. (Bart Rudolph is the Planner);
- (g) Consider recommendation of vehicle purchase to replace a police car (Steve Hornberger); and
- (h) Consider approval of 2010 Holiday schedule for Douglas County employees (Pam Madl)

REGULAR AGENDA

- (2) Update to Commission on access management regulations and implementation (Linda Finger)
- (3) Consider approval of amendment to the 2009 County Budget (Craig Weinaug)
- (4) Consider approval of installation of solar thermal system on the Douglas County Jail (Gabriel Engeland/Sheriff McGovern)
- (5) Consider purchase of equipment to improve technology in Division VI courtroom (Jackie Waggoner)
- (6) Consider acquisition of new 911 recording system (Selma Southard/Jackie Waggoner)-Back-up to follow
- (7) Consider entrance permit Approval agreement for entrance onto Rte 1-E within Lone Star Lake Park (Keith Browning)
- (8) Executive Session on an item for the purpose of consultation with staff for the purpose of discussing security matters. The justification is so as to not jeopardize security measures that protect public buildings of Douglas County.

RECESS UNTIL 6:35 P.M.

- (9) Consider approval of Cooperation Agreement with City of Lawrence to provide for the purchase of the West Oread Labs building. (Craig Weinaug)
- (10) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (11) Adjourn

THURSDAY, DECEMBER 17, 2009

-4:30 Viewing of Big Springs Quarry Blasting (2 N 1700 Rd)(No Commission meeting will be held but two or more Commissioners may attend)

WEDNESDAY, DECEMBER 23, 2009

-No Commission meeting

WEDNESDAY, DECEMBER 30, 2009

WEDNESDAY, JANUARY 6, 2010

2:00 P.M.

-Administrative session to discuss planning issues/goals

4:00 P.M.

-Approval of lease agreement with the Lawrence Douglas County Bioscience Authority of the West Lawrence Labs building. (Weinaug and Diane Stoddard)

TUESDAY, JANUARY 12, 2010

-7:00-8:30 p.m. -Public Officials briefing by KDOT on US-56 Corridor Management Plan at the Baldwin City Library (Two or more Commissioners may attend. No meeting will be called to order.)

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.

RESOLUTION _____

WHEREAS, on the 16th of December, 2009, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Midland Farm Store** for a cereal malt beverage license came up for considerations by the above board and

WHEREAS, the Board does find that said **Midland Farm Store** is qualified under the law to sell cereal malt beverages not for consumption on the premises located **1401 N 1941 Diagonal Rd, Lawrence, Kansas**

WHEREAS, the Board further finds that due and legal notice has been given the **Grant Township Board** and that ten days has expired from the giving of said notice and that no written objection has been filed by the **Grant Township Board** protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Midland Farm Store** granted a license to sell cereal malt beverage not for consumption on the premises located at **1401 N 1941 Diagonal Rd, Lawrence, Kansas**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$75.00

NO.

DEALER'S 2010 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **MIDLAND FARM STORE**

**TO SELL CEREAL MALT BEVERAGES AT RETAIL IN ORIGINAL AND UNOPENED
CONTAINERS AND NOT FOR CONSUMPTION ON PREMISES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on premises)

1401 N 1941 DIAGONAL RD, LAWRENCE, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

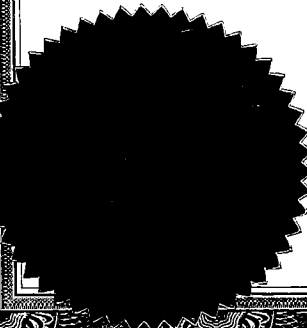
This License will expire 12:00 midnight December 31, 2010 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 16th of December 2009

Attest: _____
County Clerk

Chairman



RESOLUTION _____

WHEREAS, on the 16th of December, 2009, the same being a regular session of the Board of County Commissioners of the County of Douglas, the application of **Cecil Monday's Bar & Grill** for a cereal malt beverage license came up for consideration by the above board and

WHEREAS, the Board does find that said **Cecil Monday's Bar & Grill** is qualified under the law to sell cereal malt beverages for consumption on the premises located **2229 N 1400 Rd, Eudora, KS**

WHEREAS, the Board further finds that due and legal notice has been given the **Eudora Township Board** and that ten days has expired from the giving of said notice and that no written objection has been filed by the **Eudora Township Board** protesting the granting of a cereal malt beverage license.

NOW THEREFORE, BE IT RESOLVED that the applicant, **Cecil Monday's Bar & Grill** granted a license to sell cereal malt beverage for consumption on the premises located at **2229 N 1400 Rd, Eudora, KS**

BE IT FURTHER RESOLVED, that Jameson Shew, County Clerk of Douglas County, Kansas be directed to issue said license.

Chairman

Member

Member

ATTEST:

Jameson Shew, Douglas County Clerk

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIME

RETAIL

Fee \$125.00

NO.

DEALER'S 2010 LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to: **CECIL MONDAY'S BAR & GRILL**

TO SELL CEREAL MALT BEVERAGES AT RETAIL FOR CONSUMPTION ON PREMISES

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on premises)

2229 N 1400 RD Eudora, KS. Application therefore on file in the office of the County Clerk of Douglas County, having been approved by the governing body of said County, as provided by Laws of Kansas and the regulations of the board of County Commissioners.

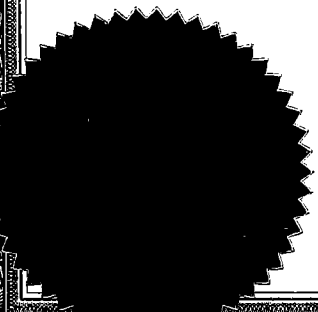
This License will expire 12:00 midnight December 31, 2010 unless sooner revoked, is not transferable, nor will any refund be allowed thereon.

Done by the Board of County Commissioners of Douglas County, Kansas

This 16th Day of December 2009

Attest: _____
County Clerk

Chairman





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 Commissioner
Craig Weinaug, County Administrator

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

SUBJECT: Approve Financial Audit Services Contract

DATE: December 14, 2009

On November 18, 2009 our evaluating committee brought to you a summary of proposals received for the solicitation of financial audit services. For your review I have attached a copy of the summary.

Following discussion, the Board authorized staff to negotiate a final contract with RubinBrown which pays their full proposed cost of \$74,280 for the first year, and allows us to review and negotiate the cost for subsequent years based upon experience with the 2009 audit. Language has been incorporated into our contract that only allows for reduction in the not-to-exceed fees proposed by the contractor.

The contract consist of our request for proposal, terms and conditions, RubinBrown's proposal (including addendum), and two letters of engagements. I am asking for the commissioners to give authority to Pam Madl to sign the contract.

I will be available at the commission meeting if you have any questions.

RECOMMENDATION: The Board of County Commissioners approves the contract for financial audit services with RubinBrown in the amount of \$74,280, and authorizes Pam Madl to sign the contract.



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 Commissioners

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

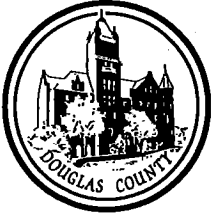
Date : December 2, 2009

Re : Consent Agenda Approval of Agreement for County Treatment of Noxious Weeds on KDOT Right-of-Way

Attached is a proposed agreement between Douglas County and KDOT for the treatment of noxious weeds on state road rights-of-way in 2010. Under terms of the agreement, Douglas County treats noxious weeds and invoices KDOT for the wholesale cost of chemicals, plus labor and equipment hourly costs as shown in the agreement.

This department treated noxious weeds on state rights-of-way during 2009 under a similar agreement. We took into account treatment of noxious weeds on state rights-of-way during preparation and approval of the 2010 Noxious Weed budget within the General Fund.

Action Required: Consent Agenda approval of agreement with KDOT for the treatment of noxious weeds on state rights-of-way in 2010. The BOCC chair should sign the agreement.



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www.douglas-county.com

1(e)

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

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

SUBJECT: Approve Outdoor Warning Siren Maintenance Contract

DATE: December 14, 2009

Douglas County participated in a Mid America Regional Council (MARC) cooperative contract for outdoor warning sirens. The contract established with Blue Valley Public Safety (BVPS) includes both equipment and maintenance.

The maintenance agreement includes 33 sirens, 35 siren controls, 140 batteries, 2 encoders, and 1 software upgrade at a cost of \$22,582. This is the first year that our maintenance agreement has fallen in the threshold of \$20,000+ which requires commission approval.

The County is scheduled to go to narrow banding of the 2-way radio system in 2010. This would require reprogramming the 2-way radio in each of the outdoor warning sirens. BVPS has agreed to include the narrow banding (estimated cost of \$3,000 - \$5,000) at no additional cost although it typically is not covered under the maintenance agreement.

The County is eligible for a 10% discount if payment is made in full and received by 1/31/10. We do intend on taking advantage of this discount that would reduce our annual cost to \$20,323.80. I will be available at the commission meeting to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners approves the 2010 outdoor warning siren maintenance agreement in the amount of \$20,323.80 with Blue Valley Public Safety.

KANSAS DEPARTMENT OF TRANSPORTATION BUREAU OF CONSTRUCTION AND MAINTENANCE

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this 1st day of January, 2010, by and between the

Board of County Commissioners of Douglas County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
\$ <u>27.30</u> /hr. operator	\$ <u>27.80</u> /hr.	<u>1 ton Pickup w/300 gallon spray tank</u>
\$ <u>25.40</u> /hr. operator	\$ <u>27.80</u> /hr.	<u>1 ton Pickup w/300 gallon spray tank</u>

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. **Billing and Payment:** The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. **Record of Work:** The County representative doing the work shall:
 - Record size, location and type of noxious weed areas treated.
 - Record amount and kind of chemicals applied on each area.
 - Record dates chemicals were applied.
 - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
 - Maintain records until all claims are paid, but in no case less than the three year statutory time.
 - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species

- (a) May be used alone or in combination with other herbicides
- (b) (Round-up)
- (c) Spot treatment only
- (d) Sericea lespedeza
- (e) Do not use where cool season grasses are the desired species
- (f) Fall bindweed control
- (g) Do not use for more than 3 consecutive seasons
- (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

- 8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
- 9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
- 10. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY _____
District Engineer

BY _____
Title:

Memorandum
City of Lawrence
Douglas County
Planning Department

**TO: Craig Weinaug, County Administrator
Board of County Commissioners**

FROM: Bart Rudolph, L-DC MPO Transportation Planner

**CC: Scott McCullough, Planning and Development Services Director
Todd Girdler, L-DC MPO Senior Transportation Planner
Eric Struckhoff, Bicycle Advisory Committee Chair**

DATE: 12/9/09

**RE: City of Lawrence - Douglas County Bicycle Advisory Committee
Amended Bylaws - December 16, 2009 Agenda Item**

I. **Description**

The Lawrence-Douglas County Bicycle Advisory Committee (BAC) has requested to amend its bylaws to include greater representation from Douglas County, Baldwin City, Lecompton and Eudora. The new bylaws would increase the size of the Committee to nine (9) members. Currently, there are six (6) representatives from Lawrence and one (1) from Douglas County. The new membership would include representatives from the following:

- o **Lawrence (4)** – Appointed by the Mayor
- o **Douglas County (2)** – Appointed by the Chair of the Douglas County Commission
- o **Baldwin City (1)** - Appointed by the Mayor
- o **Eudora (1)** - Appointed by the Mayor
- o **Lecompton (1)** - Appointed by the Mayor

All appointments will also need to have consent from the respective City or County Commission.

The City of Lawrence will reduce its membership by attrition. Three (3) of the six (6) representatives are currently serving terms that expire on December 31, 2009. One (1) representative has served two complete terms and will not be

eligible for reappointment. One (1) representative has chosen not to seek an additional term and the third representative is completing a term vacated earlier this year and will seek reappointment.

Douglas County would need to appoint one (1) additional representative. Currently, Eric Struckhoff serves as the Douglas County representative. His term expires December 31, 2010.

The expanded membership would allow for:

- Increased regional coordination and connectivity. Identifying bicycle facilities plans and improvements in the County and the smaller cities in Douglas County will help create a more regional plan. Also bicycle connections to Kansas City and Topeka can be planned and coordinated with other plans in the region
- Expansion of the Bikeway System Map. The map depicts existing and future bicycle facilities in Lawrence and serves to guide decisions and planning for new streets and roads and rehabilitation of existing streets with regard to bicycle facilities. Last updated in 2009, the Bikeway System Map stops just past the Lawrence city limits. More work is needed to identify linkages between the cities and county routes in Douglas County.
- Greater participation with the Lawrence-Douglas County Metropolitan Planning Organization. The expanded membership will allow the BAC to advise the MPO on regional bicycle related issues and recommend amendments to Chapter 8 of the Long Range Transportation Plan. Chapter 8 identifies bicycle facility needs and houses the Bikeway System Map. Bicycle infrastructure improvements identified in the Long Range Transportation Plan make them eligible to receive federal funding when available.
- Provide greater awareness. Bicycle safety and education messaging will reach further into the County. Increased partnerships with other cities, community groups and organizations will also strengthen Lawrence's designation as a Bicycle Friendly Community.
- Increase the amount of bicycle knowledge represented on the Committee. Having representation from sources outside of Lawrence allows the Committee to stay up-to-date on current trends, programs, and facilities happening with the region.

II. Function

The Bicycle Advisory Committee provides a communication linkage between the County Commission and the community on bicycling related issues. The Committee works to improve bicycle safety and awareness through education of motorists and non-motorists; review, update, and oversee the distribution of the Lawrence Biking Map; seek information from multiple sources on current trends, programs, and facilities outside the local area; and promote bicycle awareness by

coordinating activities with the City, County, the school district, universities, and the local bicycle clubs.

III. History

- November 21, 1995 - Resolution 5763 originally created the Lawrence Bicycle Advisory Committee
- October 14, 2003 – The Lawrence City Commission approved amending the bylaws to become a joint City/County advisory committee.
- November 17, 2003 – The Douglas County Commission approved the joint City/County bylaws to establish the Lawrence-Douglas County Bicycle Advisory Committee.
- December 9, 2009 – The Lawrence City Commission approved amending the Bylaws to increase the number of representatives from Douglas County, Baldwin City, Eudora, and Lecompton.

IV. Action Request.

Approve the amended bylaws of the Lawrence – Douglas County Bicycle Advisory Committee.

Thank you for your assistance. Please advise if you have any questions.

City of Lawrence
And
Douglas County
Bicycle Advisory Committee
By-laws

Article I
Purpose

- Section 1. The Bicycle Advisory Committee (Committee) was established to make recommendations to the Lawrence City Commission, Douglas County Commission and the Lawrence/Douglas County Metropolitan Planning Organization (L-DC MPO) concerning issues related to bicycle use within the community. These responsibilities include making recommendations regarding the location and design of bicycle facilities, the expenditure of City, County and Federal funds for bicycle facilities, the location and design of public streets and roads for bicycle use, development of a bicycle safety education program, sponsorship and promotion of bicycle related events for the City and County, on-going renewal of the City of Lawrence Bicycle-Friendly Community designation, and other related bicycle issues. These responsibilities should be addressed as part of a Bicycle Work Plan to be submitted to both the City of Lawrence and the Douglas County Commission on an annual basis. In conjunction with the Bicycle Work Plan an annual report on proposed projects should be submitted to the City of Lawrence and Douglas County prior to the budget process of each commission.

Article II
Membership

- Section 1. The Committee shall be composed of nine members.
- Section 2. Committee members shall be residents of the City of Lawrence, Eudora, Baldwin City, Lecompton, or Douglas County.
- Section 3. Committee members shall have an interest in issues and policies regarding bicycle use.

- Section 4. Committee members shall serve three year terms, except upon initial appointments to this Committee which, may involve completing the remainder of a current appointment.
- Section 5. Committee members shall be limited to serving two (2) complete terms.
- Section 6. The Mayor of Lawrence will appoint **four** Committee members with consent of the City Commission. The Mayor of Eudora will appoint **one** Committee member with consent of the City Commission. The Mayor of Baldwin City will appoint **one** Committee member with consent of the City Commission. The Mayor of Leocompton will appoint **one** Committee member with consent of the City Commission. The Chair of the Douglas County Commission, with consent of the County Commission, will appoint **two** members to represent the County.
- Section 7. If a jurisdiction decides not to participate or appoint a representative within 4 months of notice of vacancy, the BAC will have the authority to elect a member by a majority vote, That member will be eligible to serve one complete term before the non-participating jurisdiction can appoint a replacement.
- Section 8. Committee representation should include an individual from the following areas: Fire/Medical; Public Safety Department; the University of Kansas. The remaining positions shall be filled with at-large community members. Committee members may not be employed by or elected officials of the City or County they represent.

Article III

Officers

- Section 1. The elected officers of the Committee shall be:
- a. Chair
 - b. Vice-chair
- Section 2. Terms shall be for one (1) year beginning January 1.
- Section 3. Officers shall be elected at the first regularly scheduled meeting of each year.
- Section 4. The duties of the elected officers shall be:

- a. Chair
 - 1. Shall preside at all meetings of the Committee.
 - 2. Shall represent the Committee at City and County Commission meetings.
 - 3. Shall serve as the BAC representative to the L-DC MPO's Technical Advisory Committee or have the authority to appoint a representative.
- b. Vice-chair
 - 1. Shall preside at Committee meetings in the absence of the Chair.
 - 2. Shall represent the Committee at City and County Commission meetings in absence of the Chair.

Section 5. A representative of the Douglas County Metropolitan Planning Department or other designee of the City Manger shall serve as staff liaisons to the Committee.

Article IV Meetings

Section 1. The Committee shall meet the third Tuesday of each month at 5:30 p.m. unless otherwise designated by the Committee.

Section 2. The Chairman may call special meetings provided at least three (3) full days notice is given to all Committee members and the media.

Article V Quorum

Section 1. A majority of currently appointed Committee members **(5)** shall constitute a quorum. A majority of those present and voting is necessary to conduct business.

Article VI Resignation Procedures

Section 1. Upon the voluntary or involuntary (see Article VII, Section 2 and Article VIII) resignation of a Committee member, the staff liaison shall notify the Mayor of the appropriate jurisdiction or the County

Commission Chair of the appropriate facts and request that a replacement member be appointed.

Article VII
Attendance

- Section 1. Committee members are expected to attend all regularly scheduled and special Committee meetings.
- Section 2. Failure to attend three (3) consecutive meetings without valid excuse and notice to the Chair or staff liaison will be deemed as automatic resignation by a Committee member.

Article VIII
Conduct

- Section 1. Committee members are subject to all rules and regulations as established by the City of Lawrence and/or other governmental jurisdiction and agencies having legal authority to regulate public officials' behavior and conduct.
- Section 2. No Committee member may use his/her title or office in public representations unless authorized by the Committee.

Article IX
Amendments

- Section 1. Amendments to these bylaws may be initiated at any time during a regular Committee meeting.
- Section 2. Passage of an amendment will require a majority vote of all Committee members.
- Section 3. Amendments shall take effect immediately unless otherwise stipulated in the amendment.

The Bicycle Advisory Committee hereby adopts and approves these by-laws on this 18th Day of August 2009

Eric Struckhoff, Chair
Lawrence Douglas County Bicycle Advisory Committee

1(cg)

OFFICE OF



THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern 

Date: December 11, 2009

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase one 2010 Ford Crown Victoria police car to replace one vehicle which was damaged beyond repair in a motor vehicle accident. Budget funds and funds received from the insurance company will be used to cover the cost of this vehicle.

Each of our patrol vehicles are equipped with various items which will not fit into another make or model of vehicle. If another type of vehicle besides the Ford Crown Victoria should be purchased, it would cost an additional \$2,500, in addition to the price of the vehicle, to outfit the vehicle with new and comparable equipment.

The Sheriff's Office has obtained two bids from automobile dealers to replace the vehicle damaged in the accident. Shawnee Mission Ford, who participates in the regional cooperative bidding process, submitted a bid of \$22,340. Laird Noller Ford, a local dealer located in Douglas County, submitted a bid of \$22,285. Laird Noller's bid is \$55 less than the bid of Shawnee Mission Ford. Additionally, even though the documents from Shawnee Mission Ford indicate a 2009 Ford Crown Victoria, the dealership has assured Jackie Waggoner, the vehicle they would deliver would be a 2010 model.

Given today's challenging economic climate and the difficulties facing many local businesses, the Sheriff's Office would like to purchase this vehicle from Laird Noller Ford, a local, Douglas County business. While the monetary savings by purchasing from Laird Noller Ford is minimal, the Sheriff's Office believes it is important to support local business when the opportunity presents itself.

Attached you will find copies of the bids submitted by both dealers. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KS PURCHASE ORDER NO. 940346
4/22/2009

Vendor Name: <u>Shawnee Mission Ford</u>	Deliver To: <u>Douglas County Sheriff's Office</u>
Vendor Street Address: <u>11501 W. Shawnee Mission Pkwy.</u>	Address: <u>111 East 11th Street</u>
<u>Shawnee, KS 66203</u>	<u>Lawrence, KS 66044</u>
Vendor City/State/Zip: <u>Shawnee, KS</u>	
Contact Name: <u>Jay Cooper</u>	Delivery Contact: <u>Gary Bunting</u>
Contact Phone: _____	
Delivery Date: <u>90-120 Days</u>	Bill To: <u>Douglas County Purchasing</u>
	<u>1100 Massachusetts</u>
	<u>Lawrence, KS 66044</u>
Special Instructions: <u>Call Jackie In Purchasing at (785) 832-5286 to arran</u>	Billing Contact: <u>Jackie Waggoner</u>
	Telephone #: <u>(785) 832-5286</u>

Fund	Dept	Account	Qty	Description	Unit List Price	Unit Discount Price	Total Price
				Comply w/ MACPP/MARC Specifications and Contract Terms			\$0.00
			7	2009 Ford Crown Victoria Polic Interceptor (#34C)		\$21,685.00	\$151,795.00
			7	Floor Covering - HD vinyl front & rear		-\$80.00	-\$560.00
			7	Handles - rear window Inoprative		\$25.00	\$175.00
			7	Handles - Inside rear door Inoperative		\$25.00	\$175.00
			7	Keys - all vehicle keyed alike (1284X)		\$50.00	\$350.00
			7	Rear Deck Warning Light		\$250.00	\$1,750.00
			7	Police Pig Tails		\$25.00	\$175.00
			7	Bucket w/ Power Drivers Seat		\$360.00	\$2,520.00
			7	Front Cloth Bucket, Rear Vinyl Bench		\$65.00	\$455.00
			7	Trunk Opener moved to Driver's Door		\$60.00	\$420.00
			7	Electronic Traction Control		\$125.00	\$875.00
			7	Addl. Government Concessions		-\$250.00	-\$1,750.00
			1	Service Manual (CD)		\$225.00	\$225.00
				Exterior Color: Medium Titanium Interior Color: Dark Charcoal			\$0.00
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain			\$0.00
				TOTAL			\$156,605.00

TAX EXEMPT KSA 79-3606

Approved by: Jackie Waggoner Date: 22-Apr-09

DATE APPROVED BY BOCC: 20-Apr-09

SH - Bunting, Gary

From: Dan Schmidt [dschmidt@lairdnoller.com]

Sent: Tuesday, December 08, 2009 3:04 PM

To: SH - Bunting, Gary

Subject: 2010 Ford Crown Vic Police Interceptor

Lt Gary Bunting
Douglas County Sheriff's Department
Lawrence, KS

To confirm our phone conversation today's date, the price to order a new police interceptor is \$22,285.00. This vehicle has the same specifications and is the same price as the police interceptor we currently have on order (ordered on October 26th) for the Douglas County Sheriff's Department.

Let me know if you have questions or need more information.

Thanks,
Dan Schmidt
Fleet Manager
Laird Noller Automotive
Lawrence, KS
843-3500

LAIRD NOLLER AUTOMOTIVE, INC

935 W. 23RD ST
PO Box 38
Lawrence, KS 66046

(785)843-3500
800-281-1105
fax: 785-843-4056
email: dschmidt@lairdnoller.com

DATE: 10-7-09

Company: DC B. SHERIFF'S OFFICE

Attention: LT. GARY BUNTING

Fax No: 841-5168

Number of pages: 3 including this cover sheet.

MESSAGE

BID FOR A FORD 2010
CROWN VIC POLICE
INTERCEPTOR!
\$22,285.00

Thank You,



Dan Schmidt
Fleet & Lease Manager

CNGP530

VEHICLE ORDER CONFIRMATION

10/07/09 18:03:13

Dealer: F53400

2010 CROWN VICTORIA

Page: 1 of 2

Order No: 0001 Priority: L3 Ord FIN: QC922 Order Type: 5B Price Level: 015
Ord Code: 720A Cust/Flt Name: DOUGLAS PO Number:

RETAIL

RETAIL

P7B POLICE INTERCEP \$27260

478 C/LAMPS DISABLE \$20

YG MED TITANIUM

51A DRV SDE SPT LMP 190

I CLTH BKTS/VNL R

525 SPEED CONTROL 225

N CHARCOAL BLACK

53M NOISE SUPPRESS 95

720A ORDER CODE

552 TRACTION CONTRL 125

.DUAL EXHAUST

61H DECKLD REL IP/D 60

.17" STEEL SPARE

64N PAINTED WHL CVR 45

.MANUAL AIR COND

.ENG IDLE METER

TOTAL BASE AND OPTIONS 29430

99V .4.6L OHC FFV V8 NC

TOTAL 29430

44Q .ELEC AOD TRANS NC

THIS IS NOT AN INVOICE

TC1 .P235/55R17 BSW NC

*TOTAL PRICE EXCLUDES COMP PR

179 POLICE PIGTAIL 25

* MORE ORDER INFO NEXT PAGE *

21A PWR DRIVER SEAT 380

F8=Next

432 KEY CODE 1284X 50

F3/F12=Veh Ord Menu

F1=Help F2=Return to Order

F9=View Trailers

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05140

CNGP530

VEHICLE ORDER CONFIRMATION

10/07/09 18:03:33

Dealer: F53400

Page: 2 of 2

2010 CROWN VICTORIA

Order No: 0001 Priority: L3 Ord FIN: QC922 Order Type: 5B Price Level: 015

Ord Code: 720A Cust/Flt Name: DOUGLAS

PO Number:

RETAIL

RETAIL

67R RR DR HND INOP \$25

794 PRICE CONCESSN

REMARKS TRAILER

948 RR WINDOW DEL 25

96B FRT MLDG UNINST 30

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 875

TOTAL BASE AND OPTIONS 29430

TOTAL 29430

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC05140



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

MEMO TO: Board of County Commissioners
FROM: Pam Madl
SUBJECT: 2010 Holidays
DATE: December 14, 2010

Below is the recommendation for 2010 Holidays for Douglas County employees. This recommendation is consistent with past holiday schedules. Because we will only have one day for Christmas (it falls on a Saturday), we are recommending 2 personal discretionary days to maintain the total of 10 holidays. Again, this has been standard practice for many years.

New Year's Day	Friday, January 1
Martin Luther-King's Day	Monday, January 18
Memorial Day	Monday, May 31
Fourth of July	Monday, July 5
Labor Day	Monday, September 6
Thanksgiving	Thursday-Friday, November 25-26
Christmas	Friday, December 24
Two (2) Personal Discretionary Day	
<u>Personal Discretionary Day:</u>	
<i>Eligibility:</i> Employee's status must be full time or part time with benefits. Employees hired after June 30, 2010 (but before October 1) are only entitled to one (1) personal discretionary day. Employees hired on or after October 1, 2010 are not entitled to a 2010 personal discretionary day.	
<i>Definition:</i> One (1) normal work day.	
<i>Scheduling:</i> Must be taken all at one time (may not be split into hours). Must be scheduled in advance through the employee's supervisor and according to departmental procedures. Must be utilized during the calendar year 2010 and <u>PRIOR</u> to December 24, 2010.	

Memorandum to the Board of County Commissioners

SUBJECT: Access Management Standards: 3rd year staff review of regulations & implementation
DATE: December 9, 2009
FROM: Linda Finger, Keith Browning, and Evan Ice

Overview: The Access Management Regulations were adopted in October 2006 as the first part of a 3-prong revision to land development regulations in Douglas County. The two other land use regulations were adopted and took effect December 31, 2006. Revisions were made to the Zoning Regulations (primarily to the minimum parcel and frontage requirements) and to the Subdivision Regulations, (to the exemptions and procedures for land division for residential development). This set of regulatory changes and revisions to planning tools reflected the philosophies of the Board of County Commissioners and the goals in the Comprehensive Land Use Plan, Horizon 2020.

An on-going step in the land use planning process is review of the effectiveness of regulations and the administrative procedures used for implementation. Immediately after adoption of regulations that bring sweeping changes to development procedures, in 2007 and early 2008, staff monitored the administration and implementation of the new regulations. When amendments were necessary to 'tweak' the regulations, they were brought to the Commission for initiation and were adopted.

Regulatory History of Access Management Standards (AMS) & Amendments:

- ❖ Access Management Standards were adopted and amended into Chapter IX, Article 5 of the County Code by Home Rule (HR) Resolution No. 06-10-07
- ❖ AMS were amended to add a reference map to the standards until the Future Thoroughfares Map in Horizon 2020 was amended to reflect county road classifications, HR Resolution No. 07-1-1
- ❖ AMS were amended to authorize County Engineer to grant exceptions to strict compliance with minimum parcel frontage when an executed Access Restriction Agreement would allow a division with less than minimum frontage, based on control of required frontage being under the same ownership as the land division, HR Resolution No. 08-4-1.

Access Management Standards work in conjunction with the Exemptions & Vested Rights Sections¹ in the City-County Subdivision Regulations and with the administrative residential division processes [Cluster Development and Large Parcel Property Division within Urban Growth Areas² and Original Tract/Parent Parcel in the rural areas] to provide a minimum width at public road right-of-way for property divisions created after October 25, 2006. Divisions created prior to this date, and consistent with the then applicable Subdivision Regulations or County Home Rule Resolutions, were 'grandfathered' at the time of adoption of the Access Management Standards. (*In the Subdivision Regulations, land divisions of record at the Register of Deeds office that pre-date 12-31-06 are considered to have a "vested right" to a residential building permit if the property has no existing home on it.*)

The Access Management Standards apply a sliding scale of minimum road frontage requirements as shown in the following table, which is a summary of Section 9-501 of the County Code:

Road Classification	Road frontage	Road Classification	Road frontage
Local	250'	Major Collector, 55 mph	660'
Minor Collector	330'	Minor Arterial	660'
Major Collector, < 55 mph	500'	Principal Arterial	1320'
Freeway	Subject to KDOT access standards		

¹ Section 11-101(d) & (e) in County Code and Section 20-801(d) & (e) in the Lawrence City Code.

² Lawrence and Baldwin City are the only cities in the County that have adopted Urban Growth Areas.

The Access Management Standards identify and apply specific standards to three categories of land divisions:

- ❖ Divisions that occurred prior to or on August 17, 1994,
- ❖ Divisions that occurred after August 17, 1994 and on or before October 25, 2006, and
- ❖ Divisions that occur after October 25, 2006, the adoption date of the Access Management Standards.

The standards that apply to each category and the relevant section of the Access Management Standards are summarized in the table on the following pages.

Category of Properties

Specific Sections of Access Mgmt Standards that apply

Divisions that occurred on or before August 17, 1994:

- ❖ If the property takes access on to a public road classified as "Local" or "Minor Collector":
 - The frontage is grandfathered if the division qualified for an entrance permit when it was created. An entrance permit may be granted without further proceedings.
- ❖ If the property takes access on to a public road classified as anything other than "Local" or "Minor Collector":
 - If the division's frontage meets the minimum requirements in section 9-501, an entrance permit may be granted without further proceedings.
 - If the division's frontage does not meet the minimum requirements in section 9-501, an entrance permit may be issued only after following the process in section 9-512.

9-501. The Entrance Spacing Standards for Entrance Permits for platted and unplatted property onto public roads in the unincorporated areas of Douglas County (regardless of which governmental entity maintains the public road) are hereby adopted as follows:

<u>Access Class</u>	<i>(feet) Minimum Frontage</i>	<i>(feet) Desirable Entrance Spacing</i>	<i>(feet) Corner Clearance From Intersection</i>
<i>Freeway:</i>	<i>Subject to KDOT policy</i>		
<i>Principal Arterial:*</i>	<i>1320</i>	<i>1320</i>	<i>820</i>
<i>Minor Arterial:</i>	<i>660</i>	<i>660</i>	<i>600</i>
<i>Major Collector: Posted or design speed (as determined by County Engineer)</i>			
<i>55 mph</i>	<i>660</i>	<i>660</i>	<i>600</i>
<i>less than 55 mph</i>	<i>500</i>	<i>500</i>	<i>450</i>
<i>Minor Collector:</i>	<i>330</i>	<i>330</i>	<i>250</i>
<i>Local:</i>	<i>250</i>	<i>250</i>	<i>200</i>
<i>*Access to state and federal highways subject to KDOT policy. Some Entrance Spacing Standards concepts are shown on Figure 9-501.</i>			

Notwithstanding the foregoing, no entrance permit other than a field permit may be issued for entrance onto a public road that is then designated a "minimum maintenance road" pursuant to K.S.A. 68-5,102, as amended.

Divisions that occurred after August 17, 1994 and on or before October 25, 2006:

- ❖ If the property takes access on to a public road classified as "Local" or "Minor Collector":

9-502. *No property for which a deed, an affidavit of equitable interest, or plat of survey is recorded with the Office of the Douglas County Register of Deeds on or before October 25, 2006, which instrument identifies the property as a*

Category of Properties

Specific Sections of Access Mgmt Standards that apply

- If the property takes access on to a public road classified as "Local" or "Minor Collector", and any of the criteria in section 9-502 is satisfied, an entrance permit may be issued without further proceedings.
 - If none of the criteria in section 9-502 are met, the property is not eligible to enter the section 9-512 process and an entrance permit will not be issued. *[As currently written, it is possible for a property on a Local or Minor Collector Road to enter the 9-512 process and obtain an entrance permit, without having met one of the 9-502 criteria. This is not consistent with the former County Commission's discussion of what they intended in revising section 9-502 prior to adoption. The proposed AMS amendments address this inconsistency.]*
- ❖ If the property takes access on to a public road classified as anything other than "Local" or "Minor Collector":
- If the division's frontage meets the minimum frontage requirements in section 9-501, an entrance permit may be granted without further proceedings.
 - If the division's frontage does not meet the minimum frontage requirements specified in section 9-501, then the process outlined in section 9-512 must be followed to obtain an entrance permit. *[As currently written, it is possible to enter the 9-512 process and obtain an entrance permit, without having met any minimum frontage requirement. This is not consistent with the former County Commission's discussion of what they intended in revising section 9-502 prior to adoption. The proposed AMS amendments address this inconsistency.]*]

- separate tract of real estate, shall be denied an entrance permit onto a public road classified as Minor Collector or Local for purposes of construction of a residential dwelling solely for the reason that the property does not have sufficient frontage along a public road if the property has not been further divided since the effective date of Section 9-501 and any of the following apply with respect to the subject property:*
- a. *It has 250 feet of frontage along a public road right-of-way and the dwelling or mobile home gains its primary access directly to and from an existing public roadway within such public road right-of-way; or*
 - b. *It has 250 feet of frontage along a public road right-of-way and the dwelling or mobile home will gain its primary access directly to and from a public roadway to be constructed within such public road right-of-way if: (1) engineered plans for construction or improvement of the public roadway to current county standards have been approved by the County Engineer, and (2) a sufficient bond or letter of credit, in an amount determined by the County Engineer, is provided to ensure construction or improvement of the public roadway to current County standards; or*
 - c. *It has access to a public road by virtue of a private drive approved by the Board prior to the effective date of this Article; or*
 - d. *Is located within a subdivision which has been platted as provided in the Subdivision Regulations for the unincorporated area of Douglas County; or*
 - e. *A deed or an affidavit of equitable interest for the property was recorded with the Register of Deeds on or before August 17, 1994 describing the property as a single tract under one ownership; or*
 - f. *A variance of the above requirements is granted by the Board of Douglas County Commissioners, based upon a finding that all of the following conditions have been met:*
 - (1) *That the variance requested arises from such condition which is unique and is created by this Article and not by an action or actions of the property owner;*
 - (2) *That the granting of this variance will not adversely affect the rights of adjacent property owners or residents;*
 - (3) *That the strict application of the provisions of this Article will constitute unnecessary hardships upon the property owner represented in the application;*
 - (4) *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, or general welfare; and*
 - (5) *That granting the variance desired will not be opposed to the general spirit and intent of this Article.*

The provisions of this Section shall not apply to property divided after the effective date of this Article.

Category of Properties

Specific Sections of Access Mgmt Standards that apply

Divisions that occurred after October 25, 2006:

- ❖ The road classification is not a distinguishing factor. All divisions must meet the frontage requirements specified in 9-501 to obtain an entrance permit. These divisions are not eligible for the 9-512 process.

9-512 *If any owner of a tract of property for which a deed, affidavit of equitable interest, or plat of survey is recorded with the Office of the Douglas County Register of Deeds on or before October 25, 2006, which instrument identifies the property as a separate tract of real estate and which separate tract of real estate has not been subsequently divided since the effective date of Section 9-501, is denied an entrance permit onto a public road for purposes of construction of a residential dwelling solely for the reason that the property does not have sufficient frontage along a public road, the owner may file an application with the Douglas County Department of Public Works for a variance to the strict application of this Article. Such request shall provide justification for the requested variance and shall be heard by the designee of the Board of County Commissioners within a reasonable time after the filing of the application. In addition to other relevant issues, the person hearing the owner's application may consider and require alternatives to the requested entrance permit so as to reduce the number of entrances onto the public road, including but not limited to requiring shared entrances, frontage roads, obtaining an entrance from a different road, or combining adjacent tracts of property under the same ownership or control into one tract. In reaching a decision on the owner's application, the designee of the Board of County Commissioners shall consider the economic impact of the denial of an entrance permit or the requirement of an alternative entrance, the extent to which the denial or alternative requirement interferes with the owner's reasonable investment-backed expectations, and the adverse impacts of the proposed access to the safety of the public road. The designee's decision shall be in writing and shall be promptly conveyed to the owner. Any owner adversely affected by the decision of the designee of the Board of County Commissioners may appeal the decision to the Board of County Commissioners by written notice filed with the Board within 30 days of the written decision of the designee, specifically stating the basis for the appeal and the requested relief. The Board of County Commissioners may affirm, reverse, or affirm in part and reverse in part the decision of the designee, or may remand the application back to the designee for further consideration in accordance with instructions provided by the Board.*

Implementation Summary:

In the past year, staff has had discussions with multiple individuals concerning landlocked properties, properties with less than minimum frontage, and properties with frontage onto a private road/private drive that take access from a public road. As part of the ensuing discussions regarding these properties between staff and Evan Ice, County Counselor, an issue has been identified with the Access Management Standards. There is a clarification needed for implementation of the process in section 9-512 by the County Engineer and there is a discrepancy in the written content and the original intent of section 9-512.

The County Engineer, acting as the County Commission's designee, has followed the procedures in section 9-512 based on the written text, with an understanding that if a division was created consistent with previous regulations (meaning frontage could have been less than 250'), it is eligible for review under section 9-512. The process in section 9-512 applies to properties that are located on roads with classifications of: Principal Arterial, Minor Arterial, or Major Collector. Although consistent with direction from the previous County Commission, no official action was taken by the Commission to make the County Engineer's action consistent with section 9-512, to act as the Commission's designee. In staff's discussion with Evan Ice to clarify this point, a discrepancy between the written text and the intent of section 9-512 was identified.

INTENT OF BOCC FOR EXISTING PROPERTIES: The intent of section 9-512 was that a property eligible for an entrance permit before the Access Management Standards were adopted would continue to be eligible for an entrance permit after the Access Management Standards were adopted, with one exception, which was based on those with access to the higher classifications of roads (Arterials and Major Collectors). Undeveloped properties with access to these roads that did not meet the new frontage requirements, if they were eligible for an entrance permit before the Access Management Standards were adopted, must go through the process in section 9-512 to negotiate the location and conditions for a residential entrance permit.

PRIMARY REASON FOR AMENDMENT: The reason section 9-512 was added was to provide a mechanism to obtain an entrance permit onto a Principal Arterial, Minor Arterial, and Major Collector when the sole reason the property could not obtain an entrance permit under section 9-502 was because of the classification of the road accessed. Although this was the intent, section 9-512 is currently written broader, allowing the section 9-512 process to apply to properties that were not eligible to obtain an entrance permit when the Access Management Standards were adopted. To correct this, staff and the county counselor recommend the following amendment be adopted.

Recommended Amendments:

To correct the two issues identified in this year's review of the Access Management Standards, Evan Ice has prepared revisions to the Access Management Standards that would make the following clarifications:

1. Divisions that occurred on or before August 17, 1994:
 - a. If the property takes access on to a public road classified as "Local" or "Minor Collector":
 - i. The frontage is grandfathered if the division qualified for an entrance permit when it was created. An entrance permit may be granted without further proceedings.
 - b. If the property takes access on to a public road classified as anything other than "Local" or "Minor Collector":
 - i. If the division's frontage meets the minimum requirements in section 9-501, an entrance permit may be granted without further proceedings.
 - ii. If the division's frontage does not meet the minimum requirements in section 9-501, an entrance permit may be issued only if the division qualified for an entrance permit when it was created and after following the process in section 9-512.

2. Divisions that occurred between August 18, 1994 and October 25, 2006:
 - a. If the property takes access on to a public road classified as "Local" or "Minor Collector":
 - i. If any of the criteria in section 9-502 is satisfied, an entrance permit may be issued without further proceedings.
 - ii. If none of the criteria in section 9-502 are met, the property is not eligible to enter the section 9-512 process and an entrance permit will not be issued.
 - b. If the property takes access on to a public road classified as anything other than "Local" or "Minor Collector":
 - i. If the division's frontage meets the minimum requirements in section 9-501, an entrance permit may be granted without further proceedings.
 - ii. If the division's frontage does not meet the minimum requirements in section 9-501, but the division satisfies any of the criteria in section 9-502, the property is eligible to enter the section 9-512 process and an entrance permit may be issued upon completion of that process.
3. Divisions that occurred after October 25, 2006, the date Access Management Standards were adopted, must meet the frontage requirements specified in section 9-501 to obtain an entrance permit. These divisions are not eligible to enter the section 9-512 process.

Attachment: draft revisions to Access Management Standards for discussion and initiation by Board of County Commissioners

**Amended
Certificate**

To the Clerk of Douglas County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
Douglas County
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

			2009 Amended Budget		
Table of Contents:			Amount of 2008 Tax that was Levied	Adopted 2009 Expenditures	Proposed Amended 2009 Expenditures
Fund	K.S.A.	Page No.			
Road and Bridge	79-1946	2	3,585,471	5,641,000	6,590,000
0					
0					
0					
0					
Totals		xxxxxxx	3,585,471	5,641,000	6,590,000
Summary of Amendments		3			

Attested date: _____

Jamie Shew
County Clerk

Assisted by: _____

Address: _____

Governing Body

State Use Only
Received _____
Reviewed by _____
Follow-up: Yes ___ No ___

Douglas County

2009

Adopted Budget

Road and Bridge	2009 Adopted Budget	2009 Proposed Budget
Unencumbered Cash Balance January 1	62,966	854,639
Receipts:		
Ad Valorem Tax	3,498,020	3,498,904
Delinquent Tax	40,183	38,385
Motor Vehicle Tax	372,994	335,052
Recreational Vehicle Tax	2,822	3,066
16/20M Vehicle Tax	3,309	3,481
Slider	44,187	18,018
Special City County Highway	1,540,000	2,500,688
InLieu of Tax	2,552	2,250
Labor & Equipment	23,000	17,950
Vehicle Rental Excise Tax	2,967	3,385
LPA Engineering Reimbursements	48,000	54,516
Hesper Maintenance Reimbursement	0	59,839
Miscellaneous	0	40,000
Interest on Idle Funds		
Total Receipts	5,578,034	6,575,534
Resources Available:	5,641,000	7,430,173
Expenditures:		
Salaries	2,390,531	2,238,000
Contractual	1,513,797	1,300,000
Commodities	1,097,672	980,000
Capital Outlay	54,000	52,000
Transfer to Equipment Reserve	585,000	1,210,000
Transfer to Special Highway	0	810,000
Total Expenditures	5,641,000	6,590,000
Unencumbered Cash Balance December 31	0	840,173

Notice of Budget Hearing for Amending the 2009 Budget

The governing body of Douglas County
will meet on the day 16th of December, 2009, at 6:35 p.m. at
the County Courthouse Meeting Room - 1100 Massachusetts, Lawrence Ks
for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.
Detailed budget information is available at the Douglas County Budget Office, 1100 Massachusetts, Lawrence, KS
and will be available at this hearing.

Summary of Amendments

Fund	2009 Adopted Budget			2009 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Road and Bridge	3.155	3,585,471	5,641,000	6,590,000

Jamie Shew - County Clerk

Memorandum

TO: The Douglas County Commission
CC: Craig Weinaug, County Administrator
FROM: Gabriel Engeland, Administrative Intern
Date: December 08, 2009
RE: Solar Panels on the County Jail

At the request of County Administrator Craig Weinaug I have been looking into additional viable options from the "Facilities Energy Audit" which was completed by Custom Energy in 2008. After discussions with experts and department heads we have identified solar energy creation as a potential source of cost savings.

Thermal Solar Energy Panels installed on the Douglas County Jail

Thermal solar panels create energy to heat water. Heating water through solar energy will offset the cost of natural gas charges incurred at the jail. Hot water accounted for 5% of the overall electricity cost to Douglas County in 2007, and up to 73% of the water used at the jail is hot water. A 200 sq. foot solar-thermal system, installed on the roof of the jail, would cost approximately \$10,000 after all applicable tax rebates have been applied. The system would be maintenance free, operating with a 15 year production warranty as well as a 15 year installation warranty.

The jail is an ideal location to install a solar thermal system because of its high natural gas consumption as well as the structural design of the roof.

Projection Methods

Forecasting energy costs in future years is difficult, however, according to the US Energy Information Administration (EIA), energy prices are expected to rise¹. The EIA has projected steady price increases through 2030, with initial prices rising between 16.5%-35%, prior to returning to a steady year-by-year increase². The EIA has determined natural gas charges were lower in 2009 than 2008, but will be higher in 2010 than in 2009³. The projections we have used to determine future energy costs are based on the 12, 24, and 36 month usage history for Douglas County. Trends were determined by analyzing past usage amounts and charges, and also by projecting costs associated with inflation and the expected increases in natural gas charges. Projections of future charges have been intentionally figured conservatively. The projection methods are as follows:

Inflation Only: Projections were determined by taking the average yearly rate of inflation over the past decade⁴ (2.89%), and applying it to future projected years. Year one of the projections was determined by figuring the average monthly cost per BTU (\$0.829) the County has been charged over the lifetime of its natural gas contract.

¹ http://www.eia.doe.gov/oiaf/aeo/pdf/trend_4.pdf

² <http://tonto.eia.doe.gov/oog/info/ngw/ngupdate.asp>

³ http://tonto.eia.doe.gov/ask/ng_faqs.asp

⁴ http://inflationdata.com/inflation/inflation_Rate/CurrentInflation.asp

Inflation + Projected Increase: Projections were determined by taking the average yearly rate of inflation (2.89%) and adding the *expected average yearly* increase of BTU cost (4.0%), as conservatively figured by staff, for a total yearly increase of 6.89%. Year one was determined as explained above.

Median Cost: The median cost was determined by finding the middle point between “Inflation Only” projections and “Inflation + Projected Increase.” The average yearly increase for the Median projection is 4.89% each year. Year one was determined as explained above.

Cost Savings

In 2008 the Douglas County jail incurred a charge of \$99,207.36 from Constellation New Energy for natural gas use (11,351 MMBTU).

Using the model described above we have determined a 200 sq. ft. solar thermal system would provide an average yearly savings of \$1,230.19 and a 15 year savings of \$18,752.10. This would result in a net-savings of \$8,752.10.

Simple payback is achieved under all realistic scenarios and positive cash flow is realized between 7 and 10 years, depending on the projection method selected.

Grants and Incentives

This project does not qualify for the Energy Efficiency and Conservation Block Grant (EECBG) provided through ARRA. The Kansas State Energy Office may be providing grant funding, in coming months, for renewable energy demonstration projects. Douglas County may qualify for such a grant; however information for this program has not been released.

The County, through a private lease option, or tax credit sale, can reduce the overall cost of the project by 30%. This would be achieved by applying a federal business tax credit to the purchase. The County may also be eligible for an accelerated depreciation of the solar thermal unit which could reduce the overall cost an additional 10-20%.

Funding

As of 12/08/09, there was a cash balance of \$228,128.53 in the Special Building Fund, after all tax credits from the Courthouse project were received. There is a sufficient balance to cover the costs of the solar thermal project, as well as other anticipated projects where money is drawn from this fund.

Recommendation

Installing a solar thermal system at the jail is a low-cost, low-maintenance, high reward proposition. Projections for this program show payback is achieved, and cost-savings are realized, under all realistic scenarios. We would like to use this application as a demonstration project, and once efficacy is proved, expand the program to other County buildings. We recommend the County Commission consider the installation of one 200 sq. ft. solar thermal system at the County Jail, for spring of 2010.

Thermal solar energy

- A 200 sq. foot thermal-solar system would cost approximately \$10,000 to install.
- It is estimated significant savings could be accrued year-over-year.
- Simple payback is achieved under all realistic scenarios and positive cash flow is realized in 7-10 years.
- An ideal location for this equipment is at the Douglas County Jail which has a high, flat roof and uses large amounts of natural gas.
- The following projections are based on a 200 sq. ft. solar-thermal system, cost estimates do not include potential grants or accelerated depreciation, but do include the 30% federal tax credit.

Conversion information: MMBTU's to Therms, and Therms to \$

Current median cost per BTU \$0.82—based on average rate paid since Nov. 2006 (beginning of County contract with Constellation New Energy)

Cost with inflation 2.89% (10 yr. average)

Projected future cost 4.0% increase (US Energy Information Administration Forecast 4.7% increase)

All projections are based on 200 sq. ft. solar thermal system

Example of potential cost reduction by Solar Thermal System:

The Douglas County Jail, in October of 2009, purchased 752 MMBTUs at a cost of \$7.0094 per MMBTU (Million British Thermal Units).

This is equivalent to 1 BTU costing \$0.70094.

1 MMBTU = 1 million BTU, and 1 BTU is the equivalent to 100,000 therms.

1 sq. foot of solar collection space will approximately translate to 1,300 therms/day

A 200 sq. ft. solar thermal collection system would equal:

1,300 therms x 200 sq. ft. = 260,000 therms, or 2.6 BTUs/day.

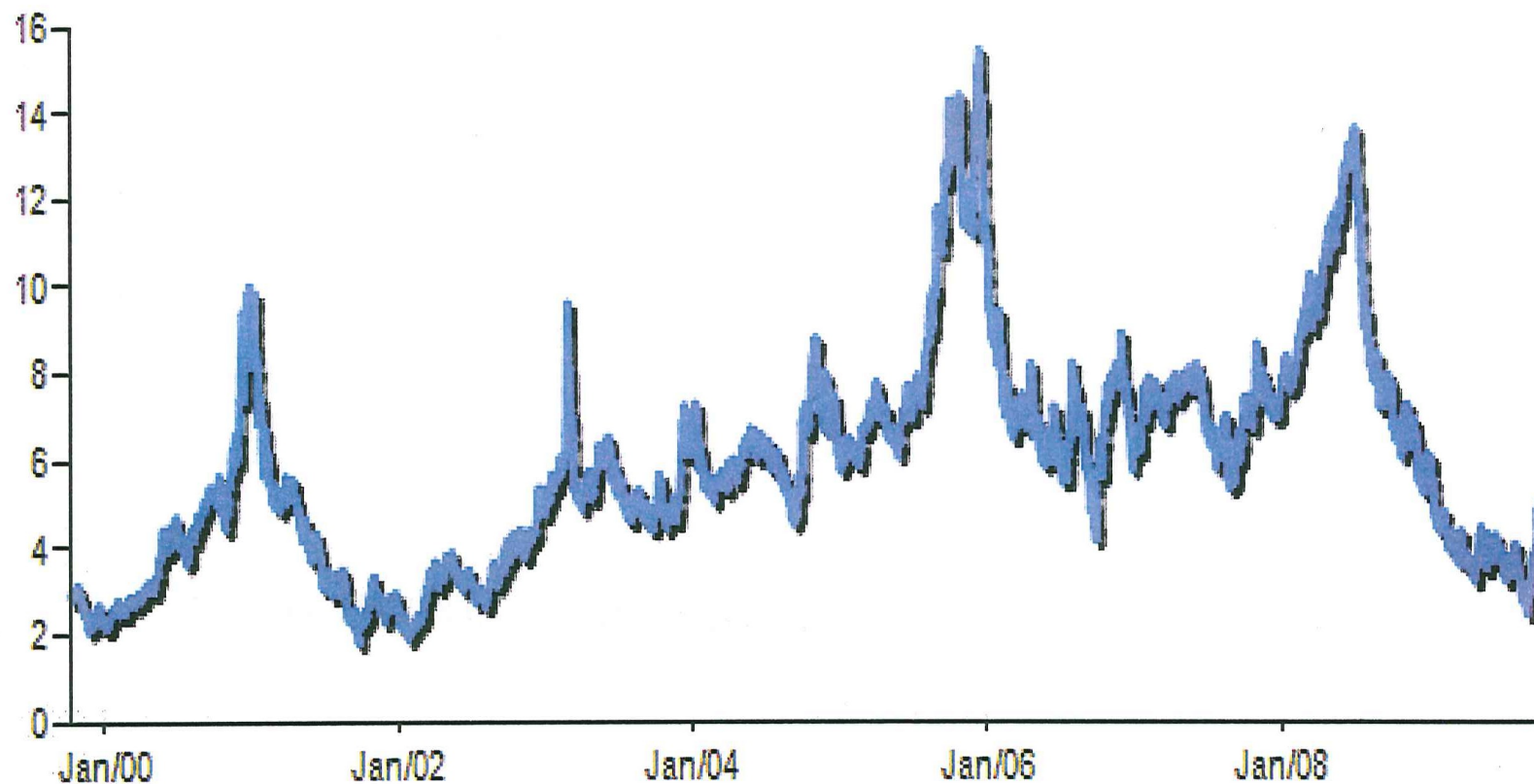
The per day savings to the County in Oct. 2009 would have been **\$1.82**

(2.6 BTUs * \$0.70094), the monthly savings would have been approximately **\$56.50**.

Extrapolating this information over the year, the County would save approximately **\$678**.

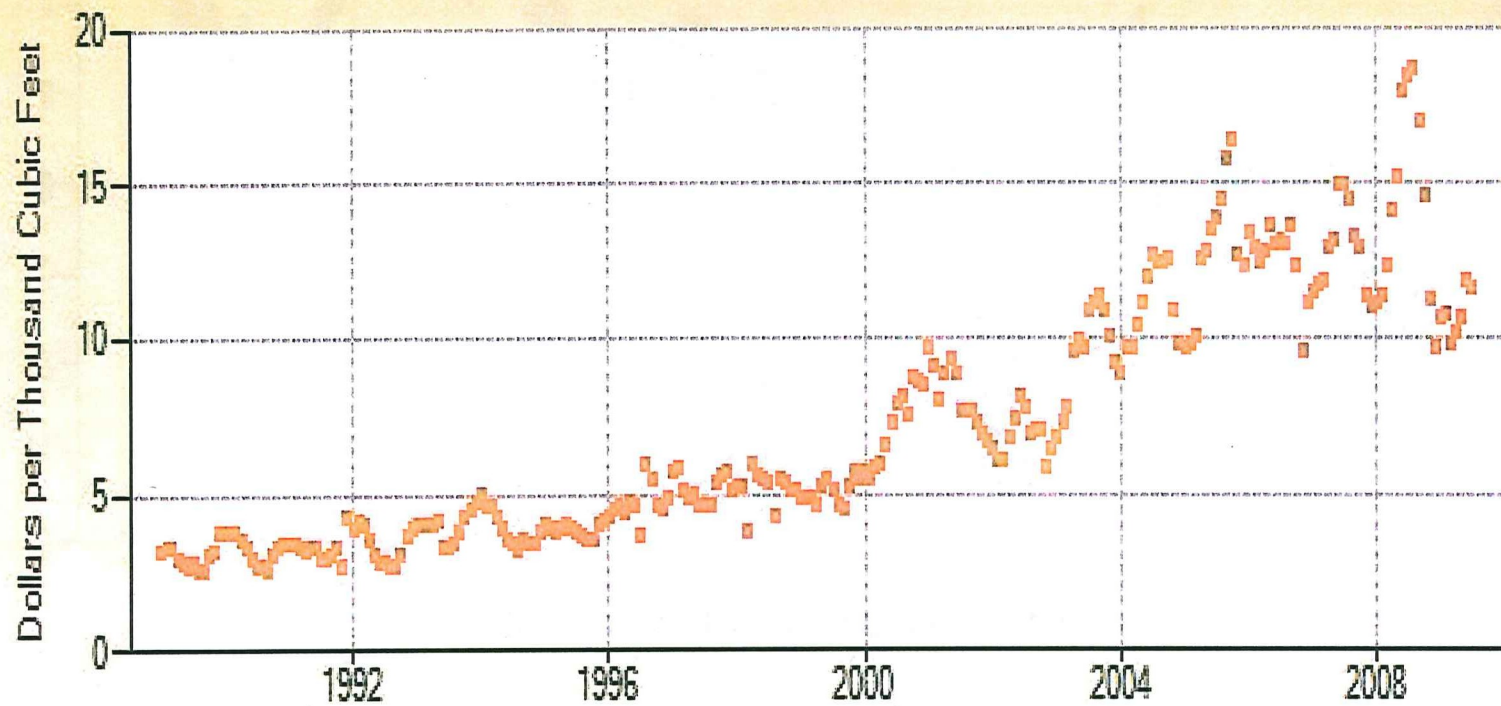
January 2000 – January 2009--The market is at the lowest point in 10 years.

Natural Gas Futures Trading Chart With Historical Prices



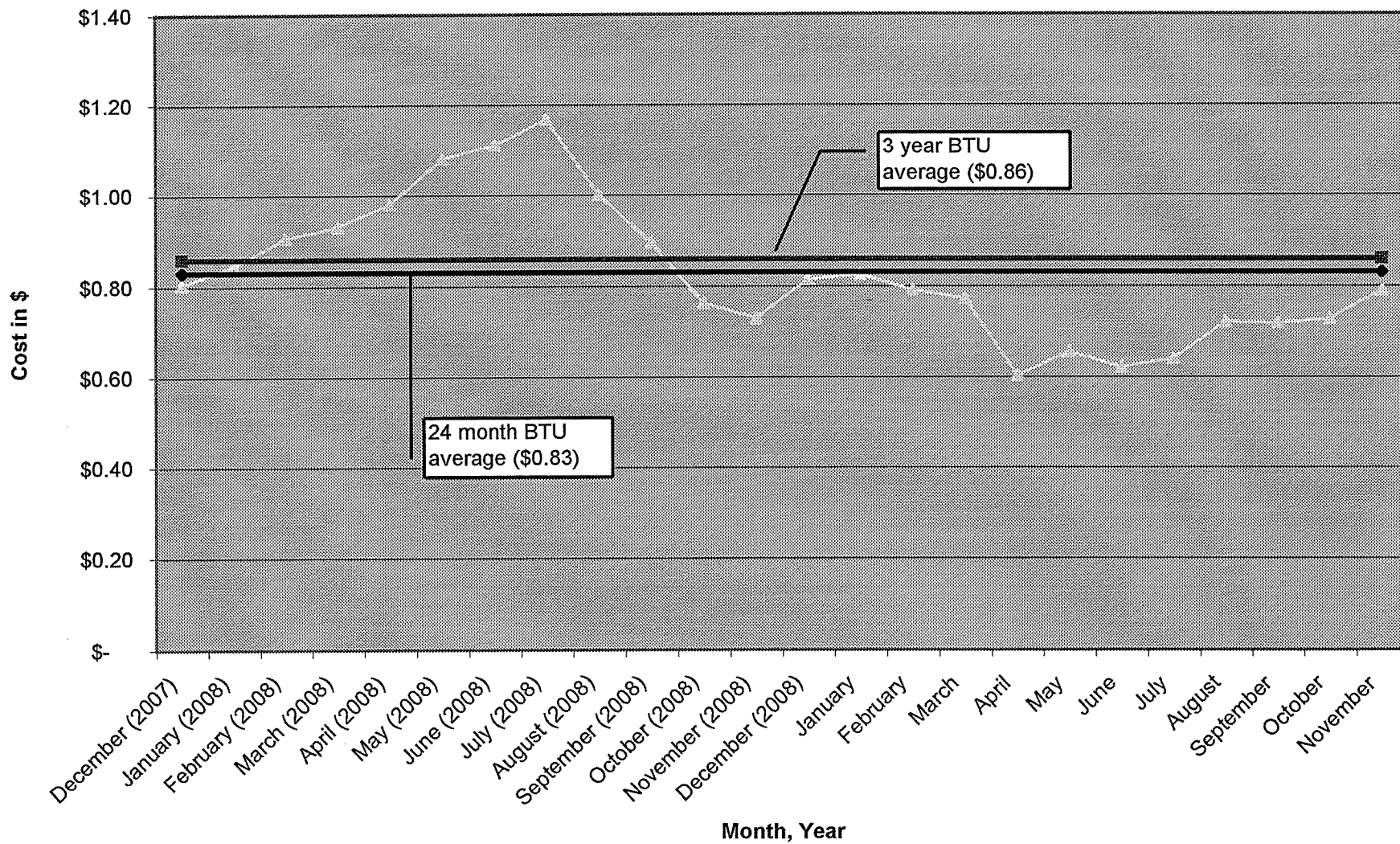
20 year history of Kansas specific month-to-month commercial natural gas prices. Trends at the national level are reflected at the state level.

Monthly Kansas Price of Natural Gas Sold to Commercial Consumers



Source: U.S. Energy Information Administration

BTU Cost History



Cost Per BTU (Projected)

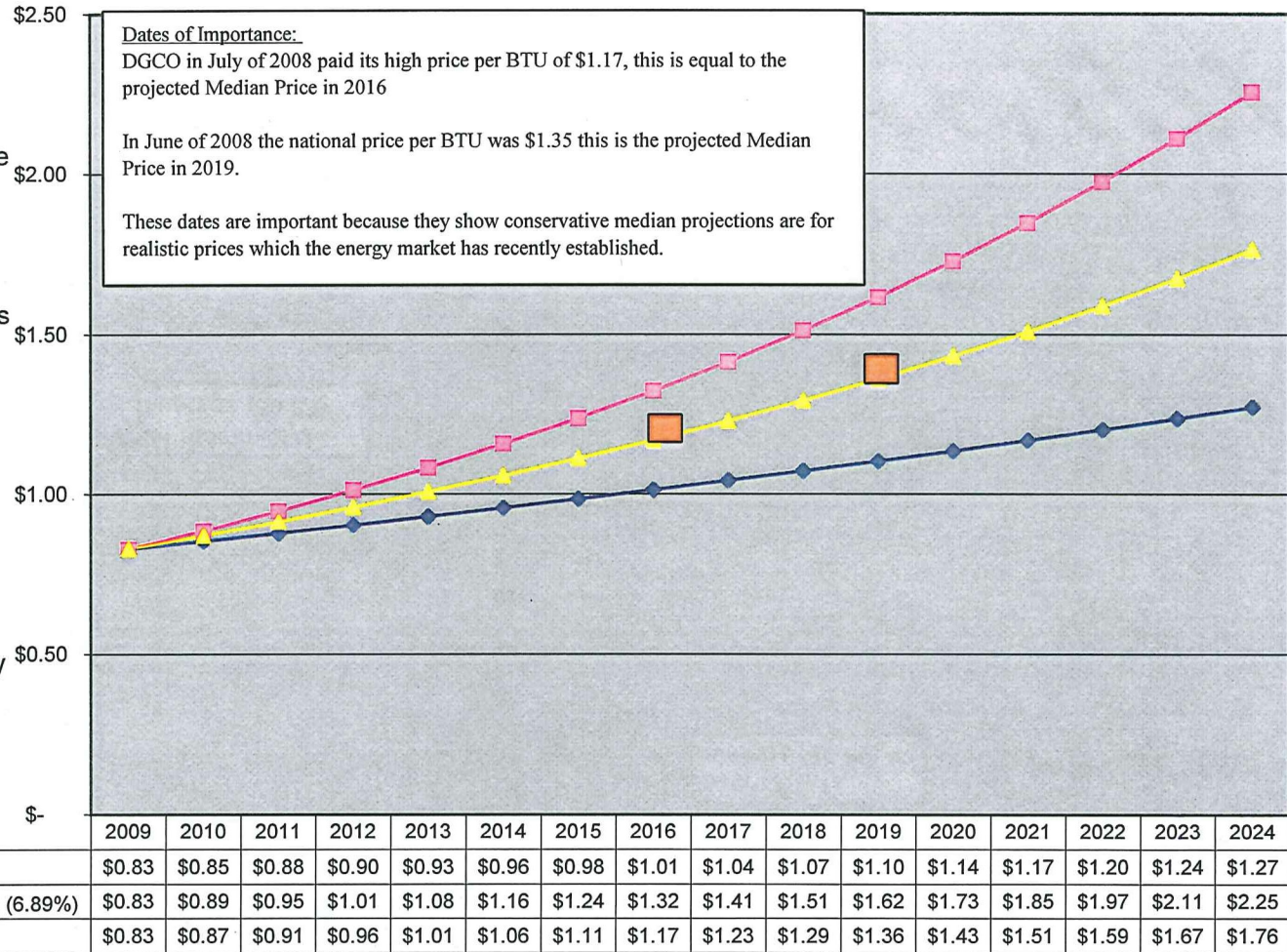
Projections were determined as follows:

Inflation (2.89%), this is the average national inflation over the most recent 10 year period.

Inflation (2.89%) + Expected Increase (4.0%), total 6.89%. The inflation number (2.89%) was combined with a projected increase of 4.0%. This percentage increase was lower than the US Energy Information Administration Forecast.

Median (4.89%) midway point between Inflation and Inflation + Increase.

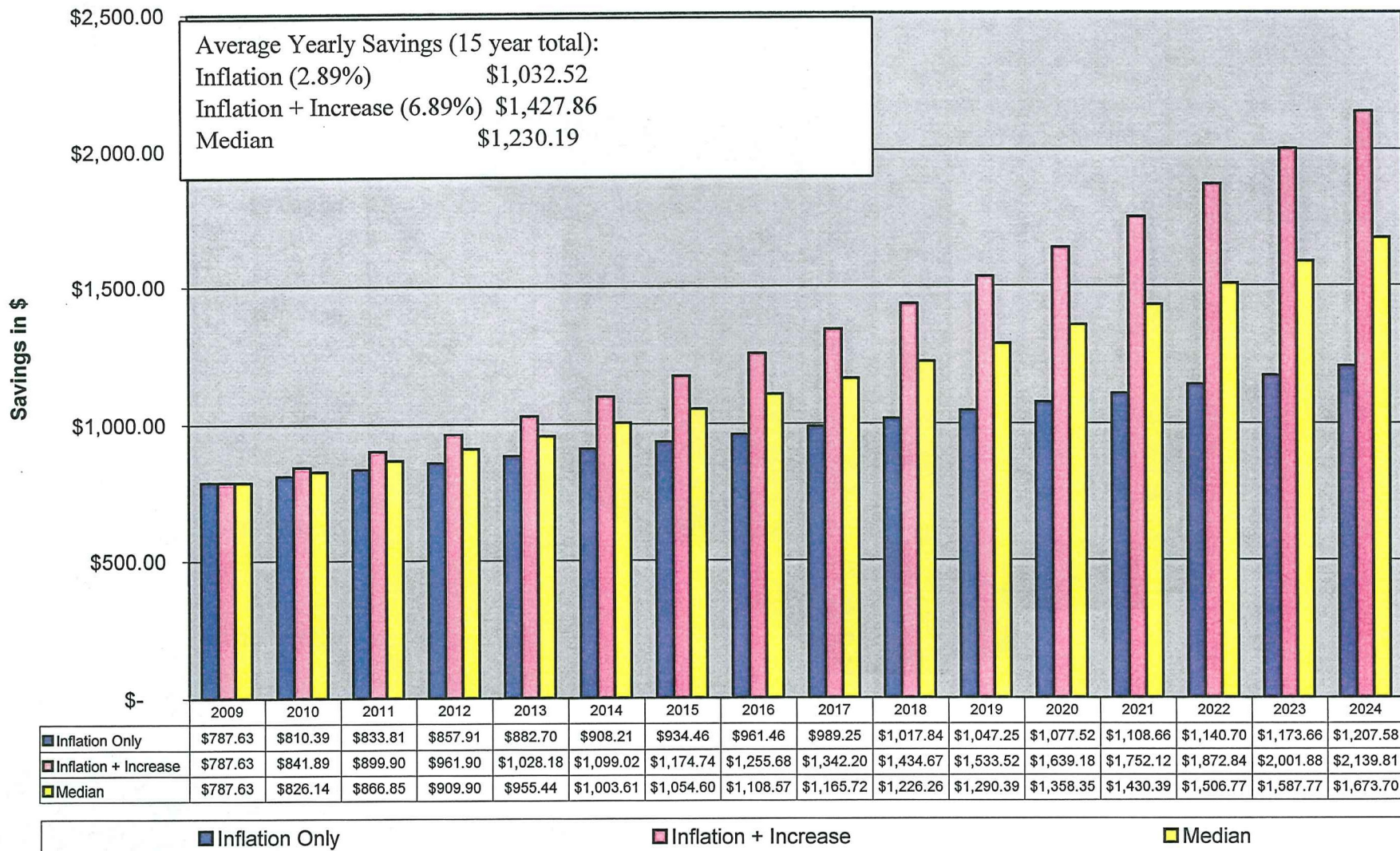
The projections were intentionally figured conservatively.



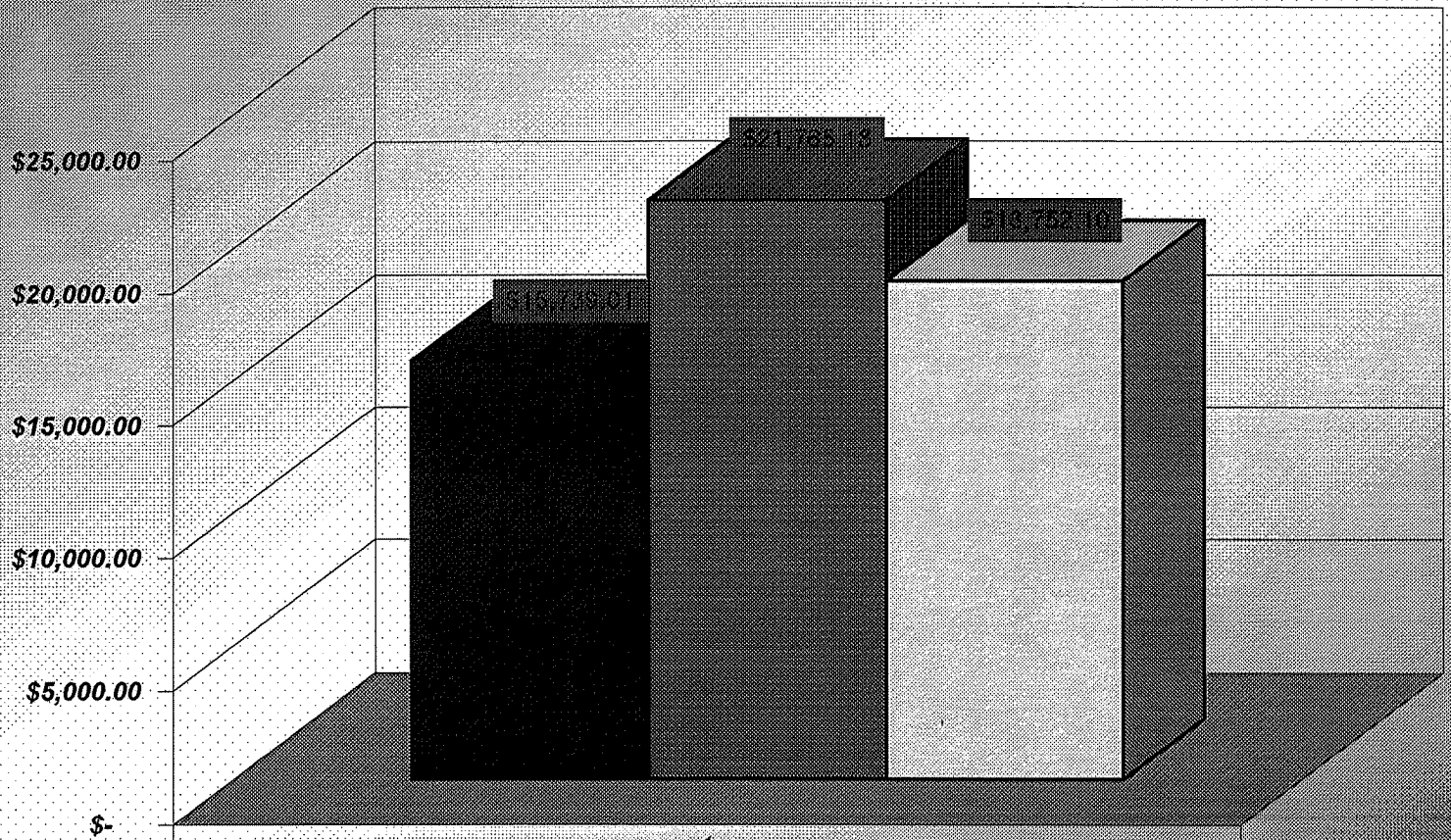
Year(s) 2009-2024

—◆— inflation (2.89%) —■— inflation + expected increase (4.0%) (6.89%) —▲— Median (Average)

Annual Yearly Savings

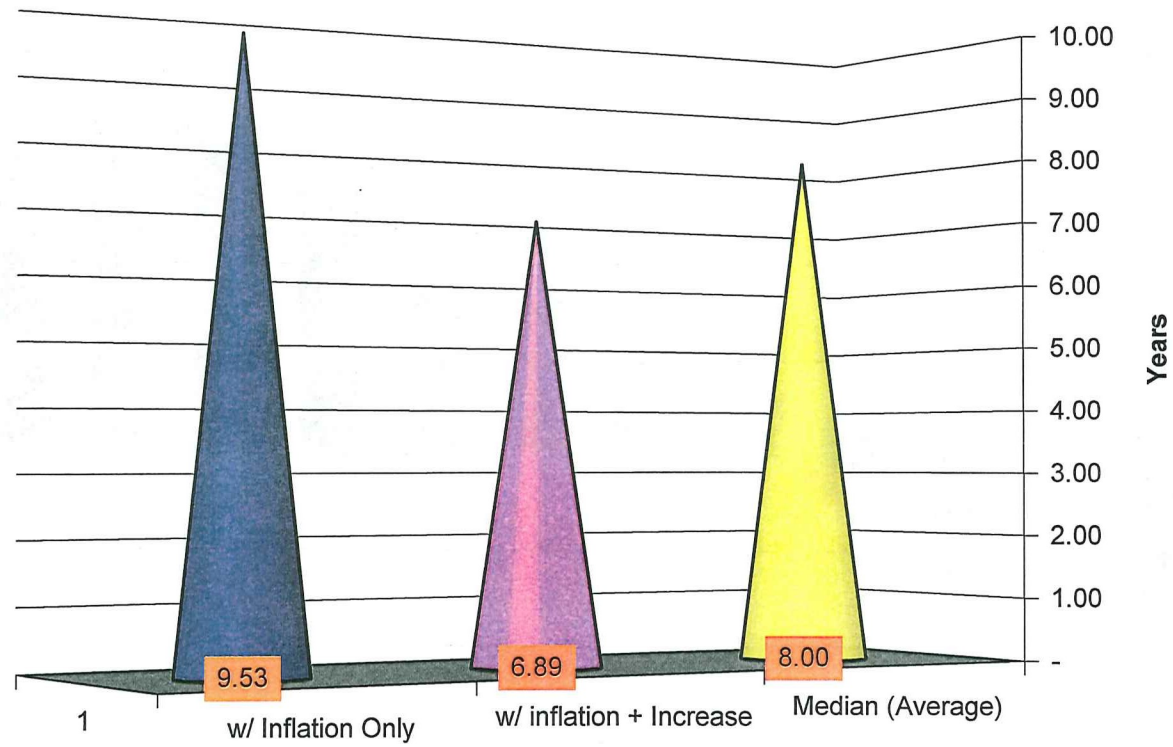


15 Year Projected Savings



■ Total Savings (inflation only)	\$15,739.01
■ Total Savings (inflation + increase)	\$21,765.18
□ Total Savings (Median)	\$18,752.10

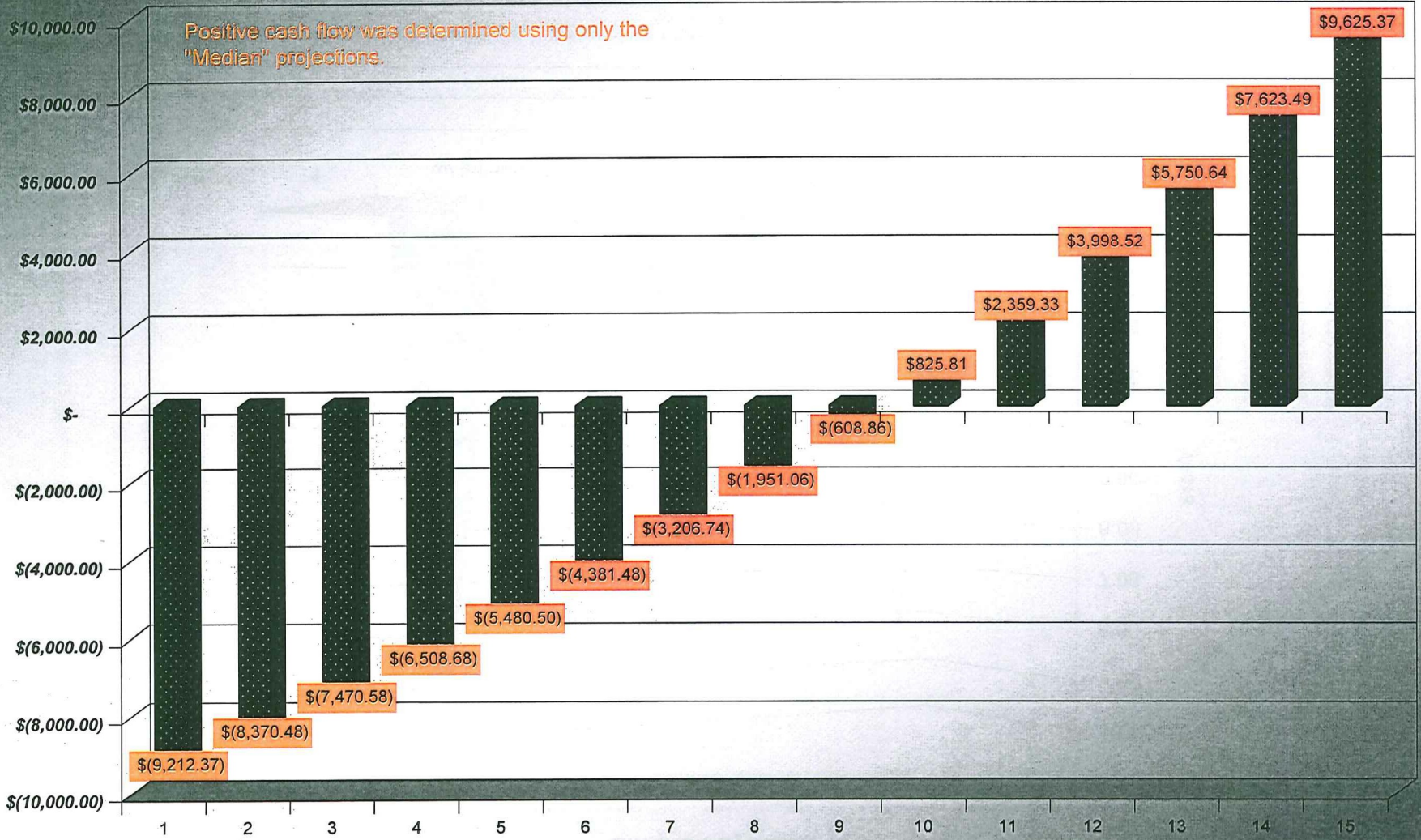
Simple Payback



	1
■ w/ Inflation Only	9.53
■ w/ inflation + Increase	6.89
■ Median (Average)	8.00

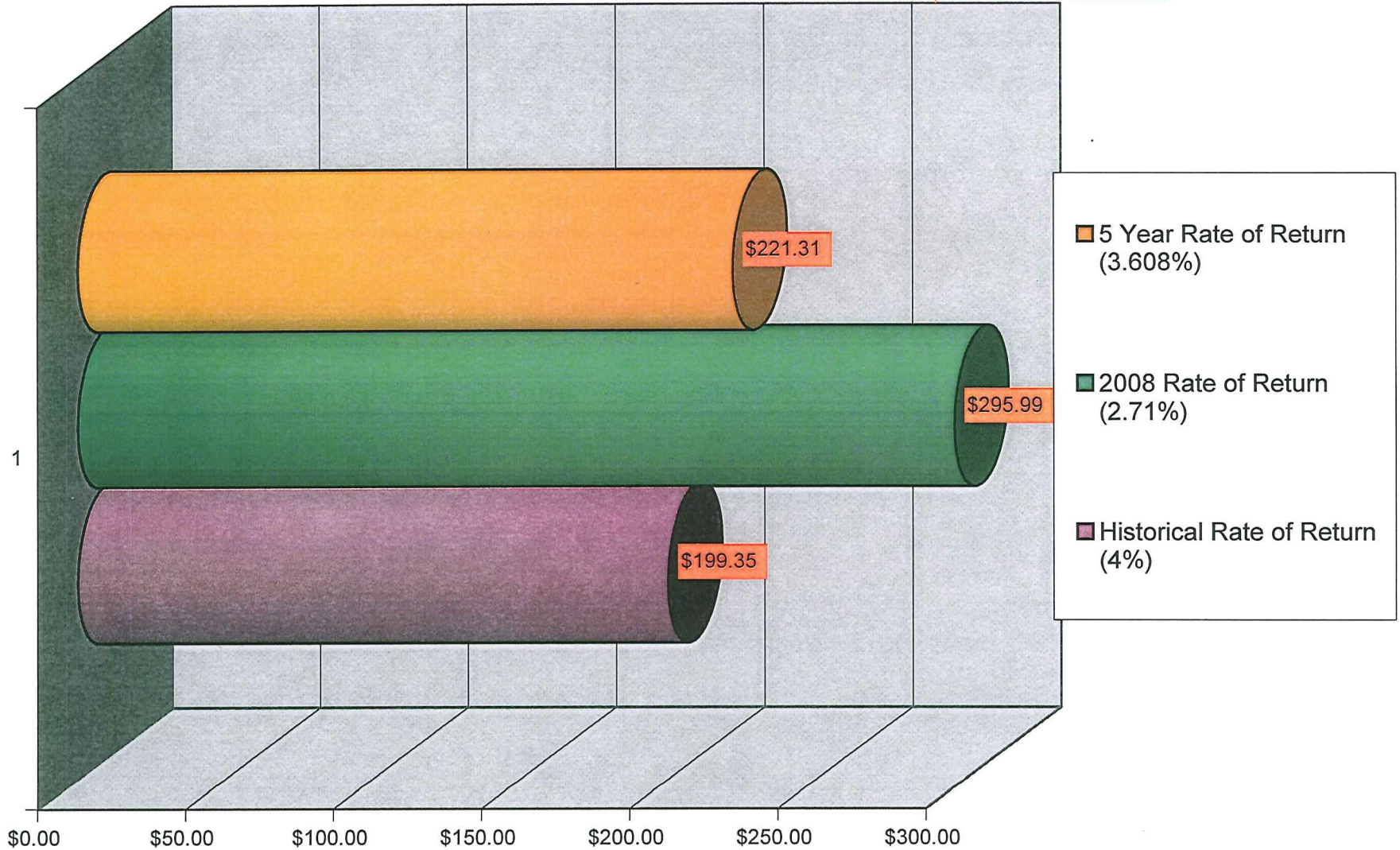
w/ Inflation Only
 w/ inflation + Increase
 Median (Average)

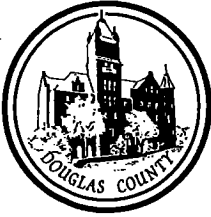
Positive Cash Flow



Net Present Value

Net Present Value was determined using the 5 year rate of return, the 2008 rate of return, and the historical rate of return. All rates were determined using past DGCO budgets. The NPV is positive for all instances.






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 Purchase of Equipment to Improve Technology in
Division VI Courtroom

DATE: December 10, 2009

The District Court has allocated funds to improve technology in Division VI Courtroom.

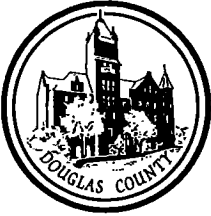
Back in 2007 we explored different technology options, and found courtrooms to be a perfect match for the capabilities found in the Pointmaker Video Makers. This allows evidence that needs to be viewed by the judge, jury, witnesses, lawyers, and sometimes public. It is important for everyone involved to have clarity about what portion of diagrams, pictures, or documents being discussed are important. The Pointmaker makes it easy to achieve clarity with evidence presentations. With this technology, you can:

- Focus attention to evidentiary details.
- Provide control to the judge as to whether the evidence is admissible.
- Allow attorneys to precisely make points for the entire room to plainly see through multiple devices (VCR, DVD, document camera, software).
- Enable witnesses or attorneys to make annotations and/or point over video and computer evidence.

This equipment was installed in both Division I and Pro Tem courtrooms in 2007. It has been the court's intent to phase this technology in each courtroom as funds become available. Mission Electronics is the awarded State contractor for this equipment. Following review of the equipment needs for the courtroom, our quote with the State pricing is \$42,091. Funds are available in equipment reserve for this acquisition. Our Purchasing Policy requires commission approval for purchases greater than \$20,000, but allows the Board to waive our formal bidding process when we access a State/Cooperative contract.

Linda Koester-Vogelsang, Court Administrator, and I will be available at the commissioner meeting to discuss this purchase.

RECOMMENDATION: The Board of County Commissioners waive the formal bidding process and authorize staff to access the State contract with Mission Electronics Inc. in the amount of \$42,091 for technology improvements in Division VI courtroom.



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

FROM: Jackie Waggoner, Purchasing Director *JW*
Selma Southard, Emergency Communications Director

SUBJECT: Consider Acquisition of New 911 Recording System

DATE: December 14, 2009

Emergency Communications has funds allocated to replace their 911 recording system. Their current 32 channel recording system was purchased in 1998. The system has become antiquated and extremely unreliable. Their current system malfunctions daily, requires troubleshooting numerous times a week, and has had 1-3 monthly service calls, all which may eliminate the recording of information. The life expectancy of recording equipment is approximately 10+ years.

We are recommending increasing the channels from 32 to 48. This will allow us to record the estimated 15+ channels not being recorded currently, and provide future growth. Also, we recommend upgrading to the Nice Inform which will allow us to prepare the platform for the capabilities needed in the future as Next Generation 911 technology becomes available (P25 trunking; integration with radio equipment). This upgrade will offer interoperability so we can access 911 calls and trunk radio (talk groups) by other agencies and/or permit departments to play back calls. Next Generation 911 will make available the tools needed to rapidly package and deliver voice recordings, police video, incident reports, and crime scene photos in an organized package.

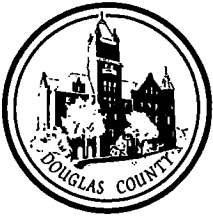
While looking at our options to purchase this equipment from cooperative contracts (State, national, regional) we became aware of a Johnson County contract. They established a contract with Voice Products Inc. (our current provider) in 2006 through a competitive bidding process. The contract has a piggy back clause that allows us to access their pricing until the end of 2009. Following review of our requirements, Voice Products submitted a proposal in the amount of \$93,377. This quote includes software, hardware, installation, training, and one year warranty on both hardware and software. We also considered pre-paid maintenance options through Voice Products. Based on available funds the 911 Board has elected to prepay for 2-5 years at a cost of \$36,562.93. This brings the total proposed cost with Voice Products to \$129,939.93.

Staff looked at purchasing the servers and licenses from another resource. The State contracts provided a cost savings of \$10,397. Following commission approval, we plan to purchase the servers from Dell at a cost of \$15,220, and the licenses from Software House International in the amount of 5,165.

In October 2009, the Douglas County Sheriff's Office and Lawrence Police Department were awarded a Justice Assistance Grant for \$67,600 to purchase a 911 recording system. The remaining \$82,724.93 (includes servers and licenses) has been approved by the 911 Advisory Board to be paid using funds from the 911 Fee Fund.

We will be available at the meeting (or before) to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners authorizes staff to access the Johnson County contract with Voice Products Inc. in the amount of \$129,939.93, for the purchase of a 48 channel 911 recording system with the Nice Inform. Additionally, authorize staff to access the State contracts for the servers through Dell at a cost of \$15,220, and the licenses through Software House International at a cost of \$5,165.



DOUGLAS COUNTY PUBLIC WORKS

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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 : December 9, 2009

Re : Consider entrance permit Approval agreement for entrance onto Rte 1-E
Lone Star Lake Park

You will recall Scott Chesbro requested permission to construct a residential entrance onto Route 1-E within Lone Star Lake Park. The entrance would serve his property located adjacent to park property.

Evan Ice, county counselor, prepared the attached Approval agreement. The agreement directs this department to issue an entrance permit according to several conditions listed in the document.

Action Required: Consider entrance permit Approval agreement for a residential entrance onto Route 1-E within Lone Star Lake Park serving Scott Chesbro's property adjacent to the park.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

APPROVAL OF ENTRANCE PERMIT, WITH CONDITIONS

RECITALS

A. Scott Chesbro (hereinafter referred to as the "Owner") has requested an entrance permit on Lone Star Lake Park Road (road number for 911 purposes is E 715 Road) (the Lone Star Lake Park Road is hereinafter referred to as the "Park Road") for access to and from a residence that he desires to construct on his property, consisting of approximately 174 acres, having a boundary adjacent to the north boundary line of Lone Star Lake Park (the Owner's tract of land is hereinafter referred to as the "Property").

B. Granting an entrance permit on the Park Road is not a mandatory or ministerial matter, but rather is within the discretion of the Board of County Commissions of Douglas County, Kansas (the "Board").

B. The Board's discretion whether or not to grant the requested entrance permit has been confirmed by Douglas County District Court Case No. 05-CV-546, *Chesbro v. Board of County Commissioners of Douglas County, Kansas*, and affirmed by Kansas Court of Appeals Case No. 07-98545-A.

C. The Douglas County Access Management Regulations do not apply to the requested entrance permit because the Access Management Regulations only apply to entrance permits onto public roads and the Park Road is not a public road.

D. Because of the Property's unique circumstances given its large size, the large expense involved in bringing the adjacent minimum maintenance roads up to current Douglas County geometric and maintenance standards, and its proximity to Lone Star Lake Park and the Park Road, the Board has determined that constructing a residence on the Property is an unusual situation and that it is appropriate for the Property to receive a building permit to construct one single-family residence, but only if all of the following are satisfied: (i) the Owner obtains an entrance permit pursuant to this Approval and complies with all terms and conditions of this Approval and the entrance permit, (ii) the Owner obtains a permit for an on-site sewage management system (septic system) in accordance with the Douglas County Sanitary Code, and (iii) the Owner complies with all other applicable Douglas County Regulations.

E. The Board has determined it appropriate to grant the requested entrance permit according to the terms and under the conditions specified in this Approval.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS APPROVES THE ISSUANCE OF THE ENTRANCE PERMIT ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:

1. Grant of Entrance Permit. The Department of Public Works is directed to issue an Entrance Permit to provide ingress and egress between the Park Road and the Property according to the following conditions:

- a. The County Engineer shall approve the precise location of the entrance.
- b. The Owner shall enter into a driveway easement with the Board containing terms and conditions outlined in Section 2.
- c. The Owner shall pay for all surveying costs and expenses necessary to identify the precise location of the entrance and the driveway easement.
- d. The driveway portion situated within Lone Star Lake Park shall be hard-surfaced and shall be designed and constructed in a manner that is not deleterious to Lone Star Lake Park property, that driveway material does not enter the Park Road, and that the driveway does not otherwise interfere with traffic on the Park Road, as determined by the County Engineer.
- e. The Owner, at the Owner's expense, shall construct the entrance, including a culvert, and a hard-surfaced driveway all according to requirements of the County Engineer and plans and specifications approved by County Engineer.
- f. The Owner shall install the entrance and the Department of Public Works shall accept the entrance within 6 months of the date the Department of Public Works issues the Entrance Permit.
- g. The Owner complies with all Douglas County rules and regulations generally applicable to entrances onto public roads.
- h. The Owner consents in writing to all terms and conditions of this Approval.

2. Driveway Easement. In addition to other customary matters, the driveway easement required in Section 1.b (the "Easement") shall contain the following:

- a. The Easement shall encumber Lone Star Lake Park land between the Park Road and the Property, with dimensions and at a location that the County Engineer approves.
- b. The Owner and Owner's successors shall maintain and repair the hard-surfaced driveway located within Lone Star Lake Park in such a manner that is not deleterious to Lone Star Lake Park property, that driveway material does not enter the Park Road, and that the driveway does not otherwise interfere with traffic on the Park Road, as determined by the County Engineer.
- c. Douglas County shall have the authority to alter and maintain the portion of the driveway within Lone Star Lake Park to allow proper drainage within Lone Star Lake Park and along the Park Road.
- d. The Easement shall run with the land, but shall terminate upon the occurrence of any of the following:
 - i. The Easement is used to serve more than one single-family residence.

ii. The Easement is used as part of a through access between the Park Road and N 720 Road, E 750 Road, N 713 Road, or any other public road.

3. Revocation of Entrance Permit. In the event the Easement is terminated based upon the occurrence of any of the events specified in Section 2.d. or for any other lawful reason, the Entrance Permit shall be revoked.

4. Zoning and Subdivision Matters. Although the Park Road is not a public road, it shall be treated as a public road for purposes of applying and interpreting road frontage requirements and the location of the front yard when applying the Douglas County Zoning Regulations and Subdivision Regulations to the Property; provided, however, that all set-backs shall be measured from the property line.

5. Use of Park Road. Although the Park Road is not a public road, this Approval and the grant of the entrance permit necessarily implies that the Owner and the Owner's successors may use the Park Road for purposes of gaining access to the Property as long as the Easement continues in existence. Douglas County, however, reserves the right to alter, reconstruct, and realign the Park Road as the Board, in the Board's sole discretion, determines reasonable and in the best interest of Douglas County and Lone Start Lake Park. Owner and Owner's successors shall have no claim whatsoever against Douglas County for inconveniences or difficulties experienced as a result of any such action.

IN WITNESS WHEREOF, the foregoing Approval was adopted this ___ day of December, 2009.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

Jim Flory, Commissioner

Mike Gaughan, Commissioner

ATTEST:

Jameson D. Shew, County Clerk

By signing below, the Owner consents to all of the terms and conditions of this Approval this ___ day of December, 2009.

Scott Chesbro

Memorandum

City of Lawrence

City Manager's Office

TO: Craig Weinaug, Douglas County Administrator
 CC: David L. Corliss, City Manager
 Roger Zalneraitis, Economic Development Coordinator/Planner
 FROM: Diane Stoddard, Assistant City Manager
 DATE: December 10, 2009
 RE: West Lawrence Labs Acquisition

History:

On November 10, 2009, Staff presented to the City Commission a request from the Lawrence- Douglas County Bioscience Authority (LDCBA) for the City to purchase the West Lawrence Labs building and provide enhancements to the HVAC operating systems within the building. This purchase would allow Crititech to remain in Lawrence, and for the additional space to be subdivided and leased to multiple tenants. The facility is seen as a potential graduation facility for businesses that come out of the West Campus Bioscience and Technology Business Center.

Under the proposed transaction, the City would issue bonds to finance the purchase of the facility and the improvements. LDCBA would pay to the City and County an initial payment of \$25,000 per year for five years, followed by the principal owed on the bond and interest up to four percent per year. The City and County would pay the balance of the interest owed.

The City Commission received Staff's report on the request and took public comment on the issue. The Commission voted unanimously to authorize staff to initiate the procedure for considering the transaction. The presentation was then made to the County Commission on November 11, 2009. It also unanimously supported the proposal to proceed with the initial steps for the transaction.

Public Incentive Review Committee (PIRC) Consideration and Recommendation:

The City initiated the formal approval process for the interest subsidy by presenting the proposal to PIRC on November 16, 2009. PIRC voted 7-1 to recommend that the City proceed with the LDCBA proposal for the acquisition of West Lawrence Labs. The one vote in opposition was based on a desire to see an appraisal completed before the sale. A draft of the minutes from the PIRC meeting is attached.

City Commission Meeting December 8, 2009:

At its meeting on December 8, 2009, the City Commission accepted the PIRC recommendation and took action to approve first reading of the ordinance authorizing the issuance of the bonds. Additionally, the City Commission authorized the Mayor to execute a finalized City-County Cooperation Agreement, and authorized the City Manager to execute a purchase agreement for the property.

Next Steps: City-County Cooperation Agreement and Bond Ordinance:

Should the City and County wish to proceed further, the next steps include consideration of a City-County Cooperation Agreement to guarantee the bonds. The City Commission will consider second reading of the bond ordinance to authorize the issuance of the bonds at its December 15, 2009 meeting.

Gilmore & Bell, bond counsel for the City and Douglas County, has provided a draft City-County Cooperation Agreement. The Cooperation agreement affirms that the City and County agree to split all costs associated with the project equally; creates a management committee consisting of a City and County official to oversee building operations and leasing; provides for remedy in the event that either the City or County do not make debt or other payments as scheduled; authorizes the Management Committee to draft a lease agreement with LDCBA; and ensures that property taxes are paid by the building.

Should the County Commission authorize finalization of the City-County Cooperation Agreement, future steps include consideration by the City and County of a lease agreement with LDCBA, anticipated the first week of January. Also, a real estate purchase agreement will need to be executed to include appropriate contingencies, including execution of a lease with LDCBA and the bond issuance.

Requested Action

Authorize the Chair of the Board of County Commissioners to execute the finalized City-County Cooperation Agreement and execute a real estate purchase agreement, in conjunction with the City of Lawrence, for the purchase and improvement of the West Lawrence Labs building.

Attachments:

Draft PIRC Minutes
Draft City-County Cooperation Agreement

DRAFT

City of Lawrence Public Incentives Review Committee November 16, 2009 minutes

MEMBERS PRESENT: Scott Morgan, Cindy Yulich, Brad Burnside (for Mike McGrew at the request of the Lawrence Chamber of Commerce), Rob Chestnut, Brenda McFadden, Mike Gaughan, Dennis Highberger, and Mike Amyx

MEMBERS ABSENT: None

STAFF PRESENT: David L. Corliss, Diane Stoddard, Roger Zalneraitis

PUBLIC PRESENT: LaVerne Epp, Carey Novak, Marilyn Bittenbender, Hank Booth, Beth Johnson, Kirk McClure, Jo Scannell, and Jim Mullins

Mayor Chestnut called the meeting to order at 4:05 p.m.

Mayor Chestnut stated that PIRC was there to review, forwarded to them for recommendation from the City Commission, a request from the Lawrence Douglas County Bioscience Authority for the City and the County to consider purchasing the West Lawrence Laboratories Building at 4950 Research Parkway. Mayor Chestnut also indicated that he thought it would be appropriate for PIRC to hear public comment after its discussion.

Diane Stoddard briefly described the request and introduced LaVerne Epp, President and Chairman of the Board of the Lawrence Douglas County Bioscience Authority (LDCBA).

Epp stated he is very excited about the request that LDCBA submitted for land acquisition and lease for the West Lawrence Labs facility for three reasons – 1) the community, along with the University of Kansas and business community have collaborated to create the development of the Economic Development system and leveraging research and activity going on at the University. The West Lawrence Labs facility is a perfect compliment to the Incubator and the Multi-disciplinary building located on west campus. The design is perfect for startup companies and other research companies. It gives them essentially Phase I or the next step to companies that need space. It expands the footprint and gives additional leverage to attract companies to Lawrence and create that system they are trying to build; 2) reason is Critech, a life sciences company that exists in Lawrence, one of our own, born and raised here, the company currently has under development significant cancer drugs and would be the anchor tenant in this facility. We have worked with them to negotiate a

lease agreement to ensure they would stay local at least within the next five years. CritiTech currently occupies between 2100 - 2300 square feet. At the time that we would take control of the space, they would go to 3200 square feet and are looking to expand beyond that in the next three to five years. Having control of the space gives us the opportunity to work with them and help keep them in town; and 3) it is important for us from the standpoint of the LDCBA - having the additional space allows us to strengthen our relationship with the University of Kansas. The University of Kansas is a staple in the bioscience field and having the space allows us to negotiate if KU needs additional space.

Epp then stated he wanted to turn things over to Carey Novak, who has been very important to this process and analyzing this project. He is an adjunct member of the bioscience staff and analyzed the facility to see whether it has potential for KU.

McFadden asked Epp what the timetable is for the construction process. Epp stated that construction would be completed late May or early June next year. The project is currently on budget and on time.

McFadden asked for Epp to describe the process on the incubator being built and the transition to this space. How at that stage do they generate revenues? Epp indicated it depends on the company. In this case, the company is doing research and it takes a long time. McFadden asked what the average length of stay is and when do they get to the point of whether the company is going to make it, and what is the average turnover. Epp stated again that it depends on the company and what they are developing; however, the rule of thumb is roughly five years. LDCBA will help them grow and develop in that time and allows the company to move on. Having the West Labs building will allow that process to happen.

McFadden asked Epp to describe the process of starting out how the incubator was being built and transitioning to this space and how at that stage do they generate their revenues. Are they selling anything? Epp stated it depends on the company and that they are doing research and it takes some time. Sometimes there are capital investments and grant revenues to help with the money.

McFadden asked if CritiTech would leave what would it cost the city. Mayor Chestnut indicated roughly 15 jobs.

Epp indicated when the market research was done to prepare for the business plan for the incubator, they identified spec companies that had left the area for lack of space – this would help fill that gap. The goal is not to let the facility remain dark waiting for a company – we would be very aggressive and they already have had contact with a company wanting to move to Lawrence. The challenge is pricing the space and it's an advantage of having KU right next door.

Epp also stated it's an intangible benefit to keep CritiTech. We want to keep the company and not get a reputation that we can't keep a company that we started here – other companies will see what happens and will have a pretty powerful recruitment tool.

Gaughan asked how long CritiTech has been going and at what point determined successful. Epp stated CritiTech had been in Lawrence for 10 years and have been functioning at this level since 2004. If you look at two drug technologies now at various stages of development both are very promising futures. At what stage can you say successful? Not sure, but they are definitely successful.

Gaughan asked where CritiTech fit into the timeline. Epp stated that CritiTech wouldn't go into the incubator as they are too far along and they would not be an ideal candidate for the incubator.

McFadden asked who owns the property. Epp stated that LDCBA owns the building and the land is owned by the KU Endowment Association. LDCBA has a long term lease.

McFadden asked if bonds were issued for the purchase. Epp stated no, that funds were raised and City and County made ten year commitment to LDCBA of \$2 million. KU matched that commitment in land and cash and LDCBA matched \$2.5 million. Funds for the most part are local, however a portion are state funds.

Carey Novak introduced himself and said he wanted to explain why they look at the building as part of the infrastructure and give PIRC some idea of what other university communities are doing in this area.

In looking at the system, we like to look at different components and establish a set of buildings in Lawrence. One area KU researches is in the life sciences area. Cancer research is growing at KU and is one of the key areas. There is also very robust research in bio fuels and bio chemicals and a growing field in bio energy. There is a very good base of research that can be commercialized and grown in Lawrence. Second one is incubator which LaVerne talked about. It represents that first home for very early technologies. Physical location is across the street from pharmaceutical research taking place. Hopefully, we will have early stage research get into community realm and going into the incubator. What we like to look at with the West Lawrence facility is that it can serve as home for the early stage components. If we can get them in incubator and start generating early sales, we'd like to have them in the business and get them in the facility – labs are bigger, set up for commercialization and some kind of bio chemicals device. We're looking at bringing companies here that want to collaborate and hopefully want that Lawrence location to do that. This building has the kind of facilities for existing companies and gives them the opportunity to collaborate with KU. The technology/research part – we know that people are looking at it, working with mapping out with the community the technology part. This represents a very full integrated system. This facility can help us further develop/commercialize KU technology as a home for incubator based companies. Regarding CritiTech, he spoke about the company conducting Phase I clinical trials at the KU Med Center and in Wichita – they have drugs under development and have potential to grow.

Next, Novak spoke about other communities, specifically Madison, Wisconsin and West Lafayette Indiana. Madison has a 325 acre Research Park, managed by the University – public private group. It consists of 36 buildings, 115 companies, and 3500 employees. It is a very large and robust research park and working on Phase II. Building square

footage is 1.6 million square foot of building space. All are on current tax rolls. Of that 1.6 million, 110,000 square foot is incubator complex. It started as 50,000 square foot facility with 90,000 square foot as the accelerator, intended to be home of companies coming out of incubator. West Lafayette Indiana is the home to Perdue. It is managed the same. Has 725 acres, 52 buildings, 162 companies, and 3100 employees. 105,000 square feet is the incubator, 28,000 square feet is the wet lab incubator, and 21,000 square feet is the accelerator – home for incubator companies. This is a completely private facility.

These are two good examples of where these communities have gone. This represents a path that we can generally take.

Mayor Chestnut asked if anyone had questions for Novak.

Gaughan asked of the Madison facility, how much is University vs City? Novak stated that the land started out as University of Wisconsin Farm Extension Site. The University put in significant dollars to put in the roads and infrastructure. All buildings stayed on tax rolls and the University put up the companies. The University was key. Novak was not sure how much the City put in. Now there is a mix of private developers and they can come put in their own buildings. The Foundation can put in buildings and lease it. The Foundation owns 700,000 square feet of the 1.6 million. That balance owned by private developers and it seems to be a good model.

McFadden asked how many companies are waiting for the incubator to open up. Novak stated that he wasn't sure but that the word is out and companies are starting to contact them.

Gaughan asked how much is exclusively bioscience. How would you characterize west campus and entire research capacity in Lawrence?

Novak stated that 100,000 – 125,000 square feet would be a guesstimate of pure University research labs.

Stoddard stated that her role, along with that of Roger Zalneraitis, is to provide PIRC with some level of detail to provide PIRC information on the transaction. Zalneraitis is the Economic Development Coordinator/Planner for the City and will be talking about the benefit cost model and analysis. Stoddard then recapped the request from LDCBA and reminded PIRC that their role is to provide a recommendation to the City Commission, whether it is in support of the request or against the request.

Stoddard stated that LDCBA is requesting the acquisition of the West Lawrence Labs Building by the City and County and that LDCBA would lease the facility back from the City and County and provide subleases. This would keep CritiTech in Lawrence. Stoddard stated the purchase price of the building is \$2.3 million, with an additional \$600,000 in HVAC upgrades, making the total price of \$2.9 million.

Stoddard addressed questions regarding the appropriateness of the purchase price at \$132 per square foot for \$2.3 million or \$166 per square foot for \$2.9 million. The new

incubator facility on west campus was \$270 per square foot, conservatively. The cost to build this type of incubator lab is much more than the purchase price in the proposal. For the proposed acquisition, the City would issue tax general obligation-backed bonds of approximately \$2.9 million and the City and County would enter into a cooperative agreement and both entities would directly hold title to the building. The structure of the proposed acquisition would consist of LDCBA leasing the building from the City and County and they would have specific requirements they would need to meet.

Stoddard told PIRC members that the terms of the bond issue and amortization schedule was in their packets and it would be structured so the principal on the bonds would be deferred the first five years and LDCBA would pay \$25,000 a year to the city to meet the interest payments. Beginning the sixth year, LDCBA would pay both principal and interest to the City. The LDCBA would pay the first five years principal over the remaining 20 years of payment. Based on the anticipated bond interest rate of 5½ %, the City and County would share \$18,570 average each per year. The amortization schedule is slightly higher in the early years and is based on 5½% interest rate. If we go to bond market in January, and sell the bonds, the bond rate could be either lower or higher, but this is a pretty good estimate. It is important to note the risk in the proposal. The City and County would be assuming the risk that LDCBA would not have revenue to make their share of the bond payment, however LDCBA performance sheet those risks are reasonable. The lab building currently is on the property tax rolls and would stay on the tax rolls and this provision would be written into the agreement. Also, the City and County would require LDCBA to enter into agreement with CritiTech that states CritiTech would stay for a minimum of five years. CritiTech would only be able to leave if the company is sold or outgrows after the first three years, and they would pay an exit fee to LDCBA. CritiTech is indicating a commitment to stay the five year period.

McFadden asked that the amortization schedule be clarified. Is LDCBA's share actually rent that has to be earned then they pay the City and County? So if the building isn't full with tenants or they don't pay rent, then LDCBA wouldn't be able to pay their amount. Stoddard stated this was correct. McFadden then asked if rent isn't generated that there isn't any other way to force them to pay it. Stoddard stated this was correct.

Amyx stated that there would be rent from CritiTech in the first five years. Stoddard stated this was correct. Part of the reason for working with LDCBA for the first five years is to help them build occupancy in the building and the anticipated occupancy rate. There are a couple options to consider, if for some reason revenue doesn't materialize, there is an asset that is owned and the City and County could decide to do something else, possibly utilize it for other government purposes, find other tenants, or sell the asset.

Highberger asked how the \$21.00 per square foot lease amount was determined. Is the intent to lease to others at that rate or market rate? Marilyn Bittenbender, Grubb & Ellis/The Winbury Group, stated the \$21.00 per square foot amount is about a 30% increase over what they are currently paying, they will go to \$21.00. Triple net is where they pay taxes, insurance, maintenance, and utilities occupying 22% of the building and paying 22% of all those costs in addition to the rent fee. If you assume that it

eventually gets to 100%, then \$21.00 per square foot is just plain income. For life science space around the county, it ranges from \$8.00 to \$46, but buildings like this and based on all the perimeters we looked at, seems like \$18 - \$22 is where it should be targeted. LaVerne said he wanted \$21 and CritiTech said okay.

It was asked whether future rent will be negotiated or fixed at \$21 per square foot. Bittenbender stated her assumption is that it will probably be negotiated based on that particular tenant where they are in the process of growth, some flexibility in it. Stoddard also informed PIRC that there will be a provision in agreement that least terms have to be approved. Gaughan asked if each lease agreement would have to be approved by the City and County. Stoddard stated yes in some manner, but all the details have not been worked out yet.

Gaughan asked if the HVAC upgrade and the utility item is a separate line item. The cost for each tenant in doing the upgrade, we are lowering the cost of tenants to lease the space. Is this the best use of \$600,000? Are there other things we should be doing instead?

Mayor Chestnut wanted to give some history to the group. When the building was built, Oread Labs was utilizing the entire space. The challenge now for anyone to occupy the 25% or less is they have to pay the full boat – a lot of overhead when you have a circulation system that vents the whole building at once, the utilities are huge. Gaughan asked if there is nothing else we should be doing?

Novak stated that they have worked with a mechanical engineering company to do a complete utility analysis on the building and have identified four areas along with the air handling and boiler and that is included in the \$600,000 upgrade. Gaughan asked about other areas and Novak stated that the heat exchange and other small incremental improvements were noted as well.

Gaughan asked if we have an opportunity with one tenant and other upgrades are needed, is this the most efficient thing to do or other things to look at? Novak stated that what they saw in the engineering study was the most for the money.

Morgan asked about the concern of neighbors of the exhaust noise that came from the building. Bittenbender stated that the current owners have spent quite a bit of money on correcting that violation.

Zalneraitis went over the cost benefit analysis with the group along with the west Lawrence Labs cost flow projections. He stated that CritiTech brings about 15 employees and \$125,000 in discounted benefits for the City, \$100,000 for the County. If those employees leave town, it will have an impact.

Mayor Chestnut stated that there are a couple of things that are assumptions and that you aren't making the assumption that the County is going to reappraise the building. To some extent we are funding LDCBA. Couple of things that cash flow models aren't being shown in these benefits, most likely reappraisal.

Corliss asked how does the model take into account that some business will hopefully move on in the community but leave this facility. Zalneraitis indicated this isn't factored in.

Mike asked what alternative financing methods are there to consider and why is this the one? Zalneraitis stated that LDCBA. What interest rate is LDCBA able to afford to pay and if we are going to assist them, what is the most efficient way for the City and County to assist. General Obligation Bonds are the most efficient way to assist. Revenue bonds are based on whatever LDCBA could earn (interest rate). LDCBA is a City and County funded entity.

Stoddard stated that staff is positively recommending proceeding with this project. The project helps meet our economic development goals and minimize risks involved because of ownership of asset. The City and County Commissions authorized staff last week to create the documents necessary for the transaction. Staff is working on that currently with bond counsel. The City Commission would consider this item and recommendation from this body on December 8. If approved at that time it would be considered again on December 15 for second reading. The County will hear this item on December 16. The role of PIRC is to formulate a recommendation for the December 8 City Commission meeting.

Morgan asked from a school board perspective since this isn't a tax abatement, is there no ability for the school board to step in and take partial ownership? Stoddard stated that was correct.

McFadden wanted the board to be aware that if tenants can't be found for the building that the City and County will be in the red. She wondered who is going to make up the difference.

Mayor Chestnut stated that when they look at this from a Commission level, there was a lot of information provided and he went and looked to see if it was a good calculated risk. He stated that there are a lot of investments are going into biosciences right now; there is major funding and a tremendous amount of activity. He is also encouraged that CritiTech is probably at a 7 or 8 on a scale of 1-10.

McFadden is uncomfortable with the assumptions being made and the cash flow projections. She is cautious of not being able to find tenants. Mayor Chestnut agreed, and stated that he's at a point to where if this is not a situation that we have to support that we have to look at our whole funding of biosciences. We made a commitment two commissions ago to fund the LDCBA. He indicated that he wasn't in disagreement with McFadden's concerns; there were risks.

Yulich stated that this transaction is part of a bigger picture.

Mayor Chestnut stated that he knows they have investors that will move them somewhere else – that will happen. They are at a point right now where those investors have put a certain amount of money into that building. If we had this opportunity five years from now, could cost \$300 per square foot and no tenants. He stated that he

wished we could have more companies in the pipeline, but we don't. There are risks involved.

McFadden stated that the worst case scenario isn't good and asked how do we generate money to pay the bonds if this doesn't happen. Mayor Chestnut stated that part of the bond and interest fund and would could continue to spend out of that fund which is supported by property tax and the Commission would have the ability to sell the building.

Mayor Chestnut asked for public comment.

Kirk McClure stated he has concerns in two areas. Neither of these suggests this is a bad idea. All of us are in favor of economic development and bioscience. The issue is whether this is a well structured deal. He stated that instead of the \$2.3 million purchase price, the building was worth more like \$1.75 million at his projection, but the tax assessor says \$1.5 million. The future suggests that occupancy will not be at 89%. History says we'll have more than two years of unoccupied space. The assessor is assuming 55% occupancy. We are being asked to pay too much for the asset. He stated that asking to use general obligation bonds and passing 100% of the risk to taxpayers was not fair. Normally economic development things of this type are some independent authority with revenue bonds backing the transaction. The property has been for sale multiple times and hasn't sold – it recently came out of bankruptcy. Where is the mechanism to protect us when we say we can sell? We want to make a handsome bid to make this happen, but it puts all the risk on the taxpayer. He stated that we need to rethink the asking price and get it down.

McFadden asked if we could offer less for the building. Mayor Chestnut stated that there has been ongoing negotiations – this is basically taking them out of their debt service. They owe that much on the building. That is based on buying it out of bankruptcy for \$900,000 and the improvements the current owners made to the property. There has been substantial investment into the building. We felt like that we are at the place where we came to an agreement that is as good as we can do because they owe that much. Since it is part of a community vision, then it's a very good deal.

Jo Scannell stated that she couldn't be more against this idea. The price is outlandish and the vacancy is unbelievable for a long time. It is absolutely abhorrent to put the taxpayers under for 25 years. It's kind of déjà vu with the golf course all over again, at some point some people were so appalled at the cash flow of the golf course – can't we sell it? No was the answer. She stated that she is really distressed about this. She stated that all she has been thinking since I first talked to someone in the "know", that this would be a wonderful investment that we all know about the banks that are too big to fail that this whole thing is too big to stop.

Jim Mullins stated that he is concerned we are paying too much for the building and that the occupancy rate is not going to be the projected 89%. He stated that we were just buying people out of the building and we shouldn't do that. He stated that the City and County aren't getting the best deal. It should be purchased for \$1.3 million and the general obligation bonds are not the best way, and while revenue bonds are higher

interest rate, you have to share the risk, right now entirely on tax payers. The risk needs to be shared.

Jo Scannell stated she sees a difference in buying land and buying a building. How much staff are we going to have to add to take care of it? I'm a landlord I know what is involved. It's such a bad idea.

Highberger asked McClure about how he derived the value of the building. It appeared that he was using a lease rate that was lower than the one in the spreadsheet.

McClure explained that his calculation was based on how much was left over after operating costs were accounted for.

Highberger asked if \$21.00 was leased and weighted avg lease rate for the floor space, and if all of the utilities and other costs were paid on top of that. Zalneraitis replied that McClure's calculation should have used those lease numbers.

McClure said that he worked with Zalneraitis' numbers – have to work out bottom line if it occupies 89% and at 8% cap rate, it's worth \$1.8 million. If it falls below that it's closer to tax assessor. For it to be \$2.3 million, 11 plus years before see payback.

Highberger asked if the lease payment of \$21.00 per square foot is to be paid to LDCBA and whether it is net for them. Are they responsible for utilities on top of that. Zalneraitis indicated that some of the building is not rentable. That will be factored into the value. You can't rent the share hallway, etc.

Bittenbender wanted the PIRC to know that CritiTech did not approach the City and County to purchase the building. CritiTech recognized as one of the tenants that the ownership group could not offer the stability. We approached the City and County with the challenge and what can we do. CritiTech is paying for equipment in Wichita and that company has offered them space to relocate. CritiTech does not want to leave Lawrence. It was a joint meeting that created an opportunity for the proposal to come together. It was being marketed for \$2.95 million. The HVAC system is going to be more efficient and the tenants will have more efficient utility bills. Tenants always pay their own utilities either because separate metered or triple debt. The tenants always pay pro-rated share of occupied square footage and pro-rated share of occupied areas. CritiTech is paying 22% of all operating expenses. CritiTech is not getting extra money to finish the new space, they are doing it on their own cost.

Amyx asked about GMP space in this area and how does this building compare in this region? Bittenbender stated that it is the only building in the area with that type of space.

The manufacturing space we have is unique and a tremendous bargain for the City and County. She stated that if we don't have this space, pipeline companies would go to Kansas City. Thirteen companies have left because we didn't have this building.

Amyx asked if they are close to being in the market regarding lease rates. Bittenbender stated that at \$21.00 per square foot we're very competitive, and at \$18 we are extremely competitive. If we can retain those companies here and attract companies because we can offer base rate and reduced rate, it would get them excited about coming to Lawrence.

Amyx stated that he was more comfortable knowing that the lease rates were in the market. These businesses as they develop, this is going to be a guess, how many types of business that have types of GMP space in this area and how far along do they have to be? How far along does it have to be in this GMP space?

Novak stated that CritiTech started in 2001 or 2002. If they were in the incubator, they would have some initial success and have potential clients to work with. And then at some point, one of their clients would need to ramp up and would need that GMP space. It will take a few years to get there. Amyx asked if this building enabled growing firms and keeping them in the community.

Novak stated that the advantage of this building gives us more flexibility. We can have company access and pay for GMP space. If the company doesn't want the GMP space, it might be something they could be interested in. They don't have to use it to move into the building.

Bittenbender stated that the building was bought out of bankruptcy for \$900,000 and that several hundred thousand dollars were spent on upgrades. The building comes fully furnished for all office spaces and lab spaces, so all of that is included in the purchase price.

Mayor Chestnut brought it back to the PIRC and asked if there were other comments or questions for staff.

McFadden asked what is the duty of PIRC? Do we look at this proposal independently, or as part of a larger community vision.

Mayor Chestnut indicated that PIRC hasn't been particular active in this type of issue and that we're trying to reconstitute this. He stated that broader policy issues are ones that we should consider. He suggested looking at the proposal that has been put before the committee. Given the risks and the general back ground, do we think this is a wise investment for the community? There are broader policy issues to be considered, but not by this group.

Corliss stated that PIRC's role is to receive and review the request and make recommendation to the City Commission. The city code is very broad and sets out the criteria for a tax abatement, but that subject isn't being discussed tonight.

Amyx stated that there is a public process that needs to be followed that this is the only body that can make a recommendation at this time.

Yulich made a motion to recommend to the City Commission to approve the request from LDCBA for the City to cooperate in the acquisition of the West Lawrence Laboratories building at 4950 Research Parkway. Burnside seconded the motion.

Highberger stated that it would like to amend the motion to make it contingent upon an appraisal.

Burnside stated that any appraisal key is assumption is absorption. He stated that he had been fortunate to listen to Sam Campbell, Deciphera, and the pharmaceutical school, and that we haven't done justice to the excitement. He was not being critical, but was concerned that we haven't heard enough excitement about it. It's critical that we keep this company here. Absorptions are normally wrong. He didn't want to miss this opportunity. An appraiser can influence the appraisal. He stated that he didn't believe the appraisal would be helpful.

Morgan stated that the physical building appraisal is a small part of what is being evaluated. This is very exciting and overdue. He thought that one almost needed an appraisal of the whole process. It is a legitimate request.

Yulich stated she hates to put decision into a 3rd party appraiser.

Mayor Chestnut stated there was a motion on the floor.

Gaughan asked how would the determination of appraisal value impact the negotiations between LDCBA and the building owners? Mayor Chestnut stated that honestly in the private sector, an appraisal is an instrument so that the financial company can see collateral. Here the general obligation bond is the collateral.

Highberger stated that he thought an appraisal was important.

McFadden said she can't get past the numbers. There is broader value to the community than just long term. She wants to make sure the committee understands the short term risk.

The motion passed 7-1 with Highberger against.

COOPERATION AGREEMENT

between

CITY OF LAWRENCE, KANSAS,

AND

DOUGLAS COUNTY, KANSAS

Dated as of [DATED DATE]

COOPERATION AGREEMENT

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Signatures and Seals

Acknowledgments

Exhibit A Form of Lease Agreement

Exhibit B Project Site

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT dated as of [DATED DATE] (the “Cooperation Agreement”), between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”) and **DOUGLAS COUNTY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “County”);

WITNESSETH:

WHEREAS, the City is authorized pursuant to Ordinance No. _____ (the “Ordinance”) and Article 12, Section 5 of the Constitution of the State of Kansas (the “Home Rule Amendment”), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for economic development purposes, and to issue general obligation bonds for the purpose of paying the cost of such facilities;

WHEREAS, the County is authorized pursuant to Resolution No. _____ (the “Resolution”) and K.S.A. 19-101 (K.S.A. 19-101, the Ordinance, the Resolution and the Home Rule Amendment collectively referred to here in as the “Act”) to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for economic development purposes; and

WHEREAS, pursuant to the Home Rule Amendment, the governing body of the City has heretofore passed the Ordinance authorizing the City to issue its Taxable General Obligation Bonds (Lawrence-Douglas County Bioscience Authority Project), Series 2009-A, in the aggregate maximum principal amount of \$2,900,000 (the “Bonds”), for the purpose of allowing the City and the County to acquire, purchase, construct, install and equip an economic development project, consisting of the West Lawrence Labs building located at 4950 Research Parkway, Lawrence, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment as hereinafter more fully described (the “Project”), and authorizing the City and the County to lease the Project to the LDCBA;

WHEREAS, pursuant to the Ordinance and the Resolution, the City and the County are authorized to enter into this Cooperation Agreement, for the purpose of making certain agreements regarding the City’s and the County’s various rights and obligations with respect to the Project and the Bonds, as therein provided, and to enter into a Lease Agreement of even date herewith (the “Lease”) with the LDCBA under which the City and the County will acquire, purchase, construct, improve, equip and remodel the Project and will lease the Project to the LDCBA in consideration of rental payments by the LDCBA; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the County do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Cooperation Agreement and the words and terms defined in **Section 1.1** of the Lease

which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Cooperation Agreement shall have the following meanings:

“Authorized City Representative” means the City Manager or such other person at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the County containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized County Representative” means the County Administrator or such other person at the time designated to act on behalf of the County as evidenced by a written certificate furnished to the City containing the specimen signature of such person and signed on behalf of the County by its Presiding Commissioner. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized County Representative.

“Available Revenues” means for any Fiscal Year, any balances of the County from previous Fiscal Years encumbered to pay any amounts due under this Cooperation Agreement, amounts budgeted or appropriated by the County for such Fiscal Year plus any unencumbered balances of the County from previous Fiscal Years that are legally available to pay amounts due under this Cooperation Agreement during such Fiscal Year.

“Event of Nonappropriation” means an Event of Nonappropriation as described in **Section 3.4**.

“Expenses” means all expenses of any kind incurred with respect to the Project and paid by the City or the County.

“Fiscal Year” means the fiscal year of the County, currently the twelve-month period beginning January 1 and ending on December 31.

“Project” means the Project Site and all buildings, structures, improvements, fixtures, machinery and equipment related thereto.

“Project Site” means the real property described on **Exhibit B**.

“Real Estate Closing Date” means the date on which the City and the County take title to the Project.

“Revenues” means all revenues generated by the City and the County with respect to the Project, except for ad valorem property taxes and/or special assessments, personal property taxes and utility charges that are customarily charged against property like the Project and are payable to the City and the County.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Cooperation Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Cooperation Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Cooperation Agreement shall not be treated as a part of this Cooperation Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of Kansas. The City has lawful power and authority to enter into the transactions contemplated by this Cooperation Agreement and the Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Cooperation Agreement, acting by and through its duly authorized officers.

(b) The City proposes to acquire an ownership interest as tenants in common with the County in the Project Site, and proposes to acquire, purchase, construct, improve, equip and remodel or cause to be acquired, purchased, constructed, improved, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The City proposes to lease its undivided ownership interest in the Project to the LDCBA and sell its undivided ownership interest in the Project to the LDCBA if the LDCBA exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the City has found and determined that the acquisition, purchase, construction, improving, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the City proposes to issue the Bonds and enter into this Cooperation Agreement with the County.

(d) The City will not mortgage its ownership interest in the Project or pledge the revenues derived therefrom for any bonds or other obligations except with the written consent of the Authorized County Representative.

(e) The acquisition, purchase, construction, improvement, equipping and remodeling of the Project and the leasing by the City of its undivided ownership interest in the Project to the LDCBA will further the public purposes as set forth in the Ordinance.

Section 2.2. Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a municipal corporation duly organized and validly existing under the laws of the State of Kansas. The County has lawful power and authority to enter into the transactions contemplated by this Cooperation Agreement and the Lease and to carry out its obligations hereunder. By proper action of its governing body, the County has been duly authorized to execute and deliver this Cooperation Agreement, acting by and through its duly authorized officers.

(b) The County proposes to acquire an ownership interest as tenants in common with the City in the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, equip and remodel or cause to be acquired, purchased, constructed, improved, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The County proposes to lease its undivided ownership interest in the Project to the LDCBA and sell its undivided ownership interest in the Project to the LDCBA if the LDCBA exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the County has found and determined that the acquisition, purchase, construction, improving, equipping and remodeling of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the County proposes to enter into this Cooperation Agreement with the City.

(d) The County will not mortgage its undivided ownership interest in the Project or pledge the revenues derived therefrom for any bonds or other obligations except with the written consent of the Authorized City Representative.

(e) The acquisition, purchase, construction, improvement, equipping and remodeling of the Project and the leasing by the County of its undivided ownership interest in the Project to the LDCBA will further the public purposes as set forth in the Resolution.

ARTICLE III

OWNERSHIP OF THE PROJECT

Section 3.1. Issuance of Bonds; Acquisition of Project. The City shall use its best efforts to cause the issuance of its Taxable General Obligation Bonds (Lawrence-Douglas County Bioscience Project), Series 2009-A in the estimated principal amount of \$2,900,000. If issued, the proceeds of the Bonds shall be used by the City to (a) pay the purchase price necessary to allow the City and the County to acquire their respective ownership interests in the Project described in **Section 4.1** hereof, and (b) make certain upgrades to the HVAC system or other improvements at the Project Site.

Section 3.2. Repayment of Bonds.

(a) The Bonds, if issued, will be secured by the City's full faith and credit and ad valorem taxing power. It is the intent of the City and the County that all payments of Basic Rent pursuant to the Lease will be used to pay a portion of the debt service on the Bonds.

(b) Pursuant to the Resolution and **Section 4.6(b)** hereof, the County has assigned to the City any and all rents, revenues and receipts receivable by the County under the Lease. Such rents, revenues and receipts shall be payable by LDCBA directly to the City and shall be used to pay debt service on the Bonds and other expenses of the Project.

(c) To the extent that the Basic Rent paid by LDCBA pursuant to the Lease is insufficient to pay all of the debt service on the Bonds coming due, the County hereby agrees, subject to **Section 3.4** hereof, to pay to the City one half of the amount of any shortfall. The City shall give notice to the County of the amount of such shortfall on or before each February 10 and August 10. The payments required by the County pursuant to this Section shall be made on or before each February 25 and August 25, respectively.

Section 3.3. Nonappropriation.

(a) The County is obligated only to make payments under this Cooperation Agreement as may lawfully be made from Available Revenues. The County intends, on or before the last day of each fiscal year, to budget and appropriate, specifically with respect to this Cooperation Agreement, moneys sufficient to pay one half of the debt service payments on the Bonds for the next succeeding fiscal year. The County shall deliver written notice to the City no later than 15 days after the commencement of its fiscal year stating whether or not the governing body of the County has appropriated funds sufficient for the purpose of paying one half of the debt service payments to become due on the Bonds during such fiscal year. If the governing body of the County shall have made the appropriation necessary to pay one half of the debt service payments to become due on the Bonds during such fiscal year, the failure of the County to deliver the foregoing notice on or before the 15th day after the commencement of its fiscal year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the County's fiscal year, the City shall make independent inquiry of the fact of whether or not such appropriation has been made. If the governing body of the County shall not have made the appropriation necessary to pay one half of the debt service payments to become due on the Bonds during such succeeding Fiscal Year, the failure of the County to deliver the foregoing notice on or before the 15th day after the commencement of its fiscal year shall constitute an Event of Nonappropriation.

(b) The County covenants and agrees that the officer of the County at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the governing body for each fiscal year that the Bonds are Outstanding a request for an appropriation of the amounts for transfer to the City at the times and in the manner provided in this **Article III**, it being the intention of the County that the decision to appropriate or not to appropriate under this Cooperation Agreement shall be made solely by the governing body of the County and not by any other official of the County. The County intends, subject to the provisions above respecting the failure of the County to budget or appropriate sufficient funds, to pay one half of the debt service payments on the Bonds hereunder. The County reasonably believes that legally available funds in an amount sufficient to make one half of all debt service payments on the Bonds during each fiscal year can be obtained. The County further intends to do all things lawfully within its power to obtain and maintain funds from which one half of the debt service payments on the Bonds may be made, including making provision for such

debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the County and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The County Administrator is directed to do all things lawfully within his power to obtain and maintain funds from which one half of the debt service payments on the Bonds may be paid, including making provision for such debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the County and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the County's normal procedures for such decisions.

(c) Upon an Event of Nonappropriation:

(1) the County shall give notice to any rating agencies who maintain ratings on the County's outstanding debt, that the County has failed to appropriate sufficient funds to make all payments set forth in this Cooperation Agreement; and

(2) the County shall quitclaim its ownership interest in the Project to the City and this Cooperation Agreement shall no longer be in force and effect.

ARTICLE IV

OWNERSHIP OF THE PROJECT

Section 4.1. Ownership Interests in the Project.

(a) On the Real Estate Closing Date, the City and the County shall take and receive title to and thereafter own the Project as tenants in common, each with undivided ownership interest therein, expressed as percentages, as follows:

<u>Entity</u>	<u>Ownership Share</u>
City	50.0%
County	50.0%

The rights, title and interest of the City and the County, respectively, in and to the Project and any and all portions thereof, as the same may exist from time to time, shall be as provided for under this Cooperation Agreement, and the covenants and obligations herein shall inure to the benefit of, and shall be binding upon their respective successors and assigns.

(b) On the Real Estate Closing Date, to the extent necessary to accomplish the ownership interests provided in this Section, [New Oread Group] shall execute and deliver one or more bills of sale or other instruments conveying title to the Project in the appropriate undivided interest percentages to the City and the County and their successors and assign, as tenants in common, subject to the provisions of this Cooperation Agreement.

Section 4.2. Agreement Regarding Expenses Of The Project.

(a) The City and the County hereby expressly agree that all Expenses of the Project shall be paid 50% by the City and 50% by the County.

(b) The City shall keep a ledger of all payments of Expenses made by the City and the County (the "Payment Ledger").

Section 4.3. Agreement Regarding Revenues Generated By The Project. The City and the County hereby expressly agree that all Revenues generated by the Project shall be split as follows:

(a) Upon the execution of this Agreement and so long as the Bonds are Outstanding, the City shall be entitled to 100% of the Revenues generated by the Project.

(b) Upon payment in full of the Bonds, all Revenues of the Project shall be paid to the City and the County as follows:

(1) First, to reimburse the City and the County for the net present value of all payments made by the City and the County to pay principal of and interest on the Bonds;

(2) Second, to reimburse the City and the County for the net present value of all payments made by the City and the County to pay Expenses of the Project; and

(3) Third, the City and the County shall each be paid one-half of all remaining Revenues.

The net present value of payments made by the City and the County shall be determined by discounting such payments at a weekly interest rate equal to the rate on the Bond Buyer 20-Bond GO Index, as published weekly in The Bond Buyer.

Section 4.4. Transfer of Ownership Shares. During the term of this Cooperation Agreement, neither the City nor the County shall have the right to transfer its Ownership Share, except with the written consent of the other party to this Cooperation Agreement.

Section 4.5. Partition. The City and the County hereby waive their respective rights to the partition of the Property and any portion thereof for a period of time ending upon the later of (a) the termination of the Lease Term or (b) the repayment in full of the Bonds. Neither the City nor the County shall have the power or right to take or resort to any action (including, without limitation, any court proceeding at law or in equity) for the purpose of or which might result in the partition of the Project during the Lease Term or while any of the Bonds are outstanding.

Section 4.6. Encumbrance; Assignment of Rents.

(a) During the Term of this Cooperation Agreement, neither the City nor the County may sell, assign, encumber, mortgage, transfer or convey the Project or any portion of their respective interests therein, except as specifically provided by this Cooperation Agreement.

(b) The County hereby assigns and pledges to the City, subject to **Section 3.4** hereof, any rents, revenues and receipts receivable under the Lease, as security for payments due to the City under this Cooperation Agreement.

Section 4.7. Security Interests. At the written request of the City, the County agrees to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of any security interests of the City in the County's share of the Revenues of the Project. The City or the County shall file all instruments the City shall deem necessary to

be filed and shall continue or cause to be continued the liens of such instruments during the term of this Cooperation Agreement. The County shall cooperate in this regard by executing such continuation statements and providing such information as the City may require to renew such liens.

ARTICLE V

OPERATION OF THE PROJECT

Section 5.1. Operation of the Project, Generally.

(a) All policies relating to the management, operation and maintenance of the Project shall be determined and administered by a Management Committee comprised of an Authorized City Representative and an Authorized County Representative. The Management Committee will act and operate the Project in accordance with the Ordinance, the Resolution and all laws applicable to the City's and the County's respective ownership interests in the Project.

(b) In the event that the designated Authorized City Representative or Authorized County Representative have a conflict of interest regarding any action to be taken with respect to the Project, the Mayor or the Chair of the County Commission, respectively, shall appoint an alternate representative of the City or the County, respectively, to consider such action.

(c) On or about the Real Estate Closing Date, the City and the County shall enter into a Lease Agreement among the City and the County, as lessors and LDCBA, as lessee, in substantially the form attached hereto as **Exhibit A**.

(d) The Management Committee may take all actions necessary to manage the day-to-day operations of the Project. The Management Committee shall have the right to approve all subleases of the facility if such subleases are in substantially the form attached to the Lease as **Exhibit ___** and all other subleases of the Project shall be approved by both the City Commission and the County Commission. The Authorized City Representative shall have the power to authorize the payment of all Expenses related to the Project in amounts equal to or less than the amounts set forth in the City's purchasing policy and the Authorized County Representative shall have the power to authorize the payment of all Expenses related to the Project in amounts equal to or less than the amounts set forth in the County's purchasing policy. All Expenses exceeding such amounts shall be presented for approval to the City Commission and/or the County Commission, as applicable.

Section 5.2. Additions, Modifications or Improvements of the Project. All additions, modifications or improvement of the Project (whether in the nature of an operating, maintenance or capital expense) proposed by the City or the County shall be subject to review and approval by [a 2/3 vote of] the Management Committee. The City and the County shall each pay one-half of the costs of such additions, modifications or improvement of the Project, in accordance with **Section 4.2** hereof.

Section 5.3. Damage or Destruction of the Project.

(a) If the Project is damaged or destroyed by fire or any other casualty during the Lease Term, the repair or replacement of such damaged or destroyed property shall be governed by the provisions of **Section 9.1** of the Lease.

(b) If the LDCBA shall determine in accordance with **Section 9.1(g)** of the Lease that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable and the Net Proceeds

of casualty insurance are distributed by LDCBA to the City and the County pursuant to such provision, the Management Committee shall determine whether such Net Proceeds shall be (i) applied to reconstruct all or any portion of the Project, (ii) used to repay the Bonds, or (iii) distributed to the City and the County in accordance with their Ownership Share and used for any purpose permitted by law; except provided that if the Bonds are outstanding and the Management Committee determines not to reconstruct the Project, then such Net Proceeds shall be used first to repay the Bonds and then any remaining Net Proceeds may be distributed to the City and the County in accordance with **Section 4.3**.

(c) If the Lease has been terminated for any reason and the Project is damaged or destroyed by fire or any other casualty, the Management Committee shall determine how the Net Proceeds of casualty insurance shall be used; except provided that if the Bonds are outstanding and the Management Committee determines not to reconstruct the Project, then such Net Proceeds shall be used first to repay the Bonds and then any remaining Net Proceeds may be distributed to the City and the County in accordance with their Ownership Share.

Section 5.4. Taxes.

The City and the County acknowledge that the Project shall be subject to general ad valorem and property taxes (including special assessments levied on account of special benefits) on real and personal property. The City and the County covenant that they will not voluntarily take any action which may be reasonably construed as tending to abate the levy or assessment of such ad valorem or property taxes on the Project during the term of this Cooperation Agreement.

Section 5.5. Insurance.

(a) To the extent that the Project is not insured pursuant to **Article VII** of the Lease, the Management Committee shall arrange for a policy or policies of insurance to keep the Project constantly insured as follows:

(1) property insurance insuring the Project (excluding foundations), and business income (including extra expense) insurance for a period of not less than 12 months the Project insuring against loss or damage resulting from perils covered by the causes of loss – special form (or the equivalent ISO form in use from time to time in Kansas) written on a replacement cost basis in an amount equal to the Full Insurable Value (subject to reasonable loss deductible clauses not to exceed \$100,000), and additionally an excess umbrella liability insurance policy (following form) in the amount of \$5,000,000.00. ****[NOTE-ALL OF THESE LIMITS ARE SUBJECT TO NEGOTIATION]**** Any insurance required pursuant to this Section shall be maintained with generally recognized responsible insurance company or companies authorized to do business in the State of Kansas as may be selected by the Management Committee. Copies of the insurance policies required under this Section, or originals or certificates thereof, shall be delivered by the Management Committee to the City and the County. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the County as insureds as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the City and the County, and shall be payable to the City and the County.

(2) commercial general liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the County shall be named as additional insureds, providing primary coverage to the City and the County, with a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate for this location and a

deductible not to exceed \$100,000. The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the City and the County. Such policies or copies or certificates thereof shall be furnished to the City and County.

(b) The Management Committee shall determine how the Net Proceeds of casualty insurance obtained pursuant to this Section shall be used; except provided that if the Bonds are outstanding and the Management Committee determines not to reconstruct the Project, then such Net Proceeds shall be used first to repay the Bonds and then any remaining Net Proceeds may be distributed to the City and the County in accordance with their Ownership Share. In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

ARTICLE VI

INDEMNITY

Section 6.1. Indemnification.

(a) To the extent permitted by law, the City shall indemnify and save the County harmless from and against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Cooperation Agreement, and against and from all claims arising during the term of this Cooperation Agreement from (a) any condition of the Project caused by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Cooperation Agreement or the Lease, (c) any contract entered into in by the City or its agents, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee of the City, or of any agents, contractors, servants, employees or licensees of any assignee of the City; provided, however, the indemnification contained in this **Section 6.1(a)** shall not extend to the County if (i) such claim is the result of work being performed at the Project by employees of the County, or (ii) such claim is the result of the County's gross negligence or willful misconduct. The City shall indemnify and save the County harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or gross negligence of the County) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the County, the City shall defend the County in any such action or proceeding.

(b) To the extent permitted by law, the County shall indemnify and save the City harmless from and against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Cooperation Agreement, and against and from all claims arising during the term of this Cooperation Agreement from (a) any condition of the Project caused by the County, (b) any breach or default on the part of the County in the performance of any of its obligations under this Cooperation Agreement or the Lease, (c) any contract entered into in by the County or its agents, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the County or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee of the County, or of any agents, contractors, servants, employees or licensees of any assignee of the County; provided, however, the indemnification contained in this **Section 6.1(a)** shall not extend to the City if (i) such claim is the result of work being performed at the Project by employees of the City, or (ii)

such claim is the result of the City's gross negligence or willful misconduct. The County shall indemnify and save the City harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or gross negligence of the City) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the City, the County shall defend the City in any such action or proceeding.

ARTICLE VII

DISPUTE RESOLUTION

Section 7.1. Disputes Regarding the Project. In the event the Management Committee does not agree with respect to any action to be taken with respect to the Project, the proposal under consideration shall be submitted to the City Commission and the County Commission for action. In the event that the City Commission and the County Commission do not agree with respect to such action the dispute shall be subject to non-binding mediation within 30 days of such request. Any such mediation will be held in the City of Lawrence, Kansas, and shall be conducted substantially in accordance with the mediation rules approved by the Kansas Supreme Court.

Section 7.2. Sale of Co-owner's Interest in the Project. No party to this agreement may sell or transfer its interest in the Project, except upon compliance with this **Section 7.2**. If either party to this Cooperation Agreement wishes to sell its interest in the Project, that party (the "Selling Party") shall first give the other party (the "Non-Selling Party") a written notice of intention to sell, including a proposed purchase price. Upon receipt of the notice of intention to sell, the Non-Selling Party shall have the exclusive right and option to elect to purchase the Selling Party's interest upon the terms and conditions set forth below:

(a) The Non-Selling Party may elect, within 30 days after the receipt of such written notice of intention to sell, to exercise the option at the purchase price set forth in the written notice. Such notice of exercise shall constitute a binding commitment to purchase, except that it may be conditioned upon the Non-Selling Party's ability to obtain financing reasonably satisfactory to the Non-Selling Party sufficient to pay the purchase price to the Selling Party within 60 days of the date of such notice of exercise.

(b) The Non-Selling Party may elect, within 30 days after the receipt of such written notice of intention to sell, to exercise the option at a purchase price to be determined by appraisals performed in accordance with this subparagraph (b). Within 10 days after the Non-Selling Party's notice of exercise of option, each party shall select an appraiser. Each appraiser shall be a qualified real estate broker or appraiser active in the Kansas City metropolitan area with experience in appraising laboratory facilities. Both appraisers shall be instructed to prepare and deliver to both parties, within 21 days of their appointment, their written opinions of the fair market value of the Selling Party's interest. If the appraisers' opinions do not vary from one another by more than \$_____, the purchase price shall be the arithmetic average of the two opinions. If the two opinions do vary from one another by more than \$_____, the two appraisers shall jointly select a third appraiser of similar qualifications within 10 days of delivery of their opinions. The third appraiser shall be requested to prepare a delivery to both parties, within 21 days, a third written opinion of the fair market value of the Selling Party's interest in the Property. The purchase price shall then be whichever of the three opinions is in the middle, or if two opinions are the same, then that shall be the price. The parties shall share all appraisal costs and fees equally. If either party fails to appoint a qualified appraiser within the first 10 day period specified above, and the appraiser appointed by the other party shall be the sole appraiser and the price shall be determined by him alone.

(c) If the Non-Selling Party does not elect to exercise the option to purchase the Selling Party's interest in the Project, then parties shall select appraisers in accordance with subparagraph (b) of this Section 7.2 in order to determine a sale price for the entire Project. When such a price is determined, the parties shall engage a real estate broker to market the property to third parties and both the City and the County shall agree to sell their interests in the Property at a price not less than ___% less than the appraised value of the Project as determined above.

Section 7.3. Performance of the County's Obligations by the City. If the County shall fail to keep or perform any of its obligations as provided in this Cooperation Agreement in the making of any payment or performance of any obligation, then the City, may (but shall not be obligated so to do) upon the continuance of such failure on the County's part for 30 days after written notice of such failure is given the County by the City, and without waiving or releasing the County from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City and all necessary incidental reasonable costs and expenses incurred by the City in performing such obligations shall be paid to the City on demand, and if not so paid by the County, the City shall have the same rights and remedies provided for in **Section 7.1** hereof.

Section 7.4. Performance of the City's Obligations by the County. If the City shall fail to keep or perform any of its obligations as provided in this Cooperation Agreement in the making of any payment or performance of any obligation, then the County, may (but shall not be obligated so to do) upon the continuance of such failure on the City's part for 30 days after written notice of such failure is given the City by the County, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the County and all necessary incidental reasonable costs and expenses incurred by the County in performing such obligations shall be paid to the County on demand, and if not so paid by the City, the County shall have the same rights and remedies provided for in **Section 7.1** hereof.

Section 7.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the County hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the County shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Cooperation Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party hereto of any covenant, agreement or undertaking by such party, the counter party may nevertheless accept from the breaching party any payment or payments hereunder without in any way waiving the counter party's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the breaching party which were in existence at the time such payment or payments were accepted by the counter party.

Section 7.7. Notice of Defaults; Opportunity to Cure Defaults.

(a) Anything herein to the contrary notwithstanding, no breach of any provision of this Cooperation Agreement shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given and the recipient of such notice shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default

or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the recipient of notice within such period and diligently pursued until the default is corrected.

(b) With regard to any alleged default concerning which notice is given to the County under the provisions of this Section, the County hereby grants the City full authority for account of the County to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the County, with full power to do any and all things and acts to the same extent that the County could do and perform any such things and acts in order to remedy such default.

(c) With regard to any alleged default concerning which notice is given to the City under the provisions of this Section, the City hereby grants the County full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

ARTICLE VIII

TERM AND TERMINATION

Section 8.1. Term and Termination of Cooperation Agreement. This Cooperation Agreement shall be binding and effective upon the City and the County until terminated pursuant to this Section. This Cooperation Agreement shall terminate and be of no further force and effect from and after the date of the earliest to occur of the following:

(a) either the City or the County shall acquire by transfer hereunder or by operation of law all Ownership Shares and, as a result of the merger of such undivided percentage interests of the City and/or the County herein, become the sole beneficial owner of all rights, titles and interest in the Project; or

(b) the City and the County shall agree, in writing, to terminate this Cooperation Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Amendments, Changes and Modifications. Except as otherwise provided in this Cooperation Agreement, this Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of both the City and the County.

Section 9.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City: City of Lawrence, Kansas
City Hall
6 East 6th Street
Lawrence, Kansas 66044
Attention: City Clerk

(b) To the County: Douglas County, Kansas

Lawrence, Kansas _____
Attention: _____

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by any party hereto shall also be given to all other parties. The City and the County may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 9.3. Binding Effect. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the City and the County and their respective successors and assigns.

Section 9.4. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means.

Section 9.5. Severability. If for any reason any provision of this Cooperation Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 9.6. Execution in Counterparts. This Cooperation Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.7. Governing Law. This Cooperation Agreement shall be governed by the laws of the State of Kansas.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF LAWRENCE, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the Mayor of the **CITY OF LAWRENCE, KANSAS**, a municipal corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in Douglas County

(SEAL)

My commission expires: _____

DOUGLAS COUNTY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

County Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the Presiding Commissioner of **DOUGLAS COUNTY, KANSAS**, a municipal corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed in behalf of said County by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in Douglas County

(SEAL)

My commission expires: _____

EXHIBIT A

FORM OF LEASE AGREEMENT

EXHIBIT B
PROJECT SITE

1(cg)

OFFICE OF



THE SHERIFF

Steve Hornberger, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Ken Massey, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern 

Date: December 11, 2009

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase one 2010 Ford Crown Victoria police car to replace one vehicle which was damaged beyond repair in a motor vehicle accident. Budget funds and funds received from the insurance company will be used to cover the cost of this vehicle.

Each of our patrol vehicles are equipped with various items which will not fit into another make or model of vehicle. If another type of vehicle besides the Ford Crown Victoria should be purchased, it would cost an additional \$2,500, in addition to the price of the vehicle, to outfit the vehicle with new and comparable equipment.

The Sheriff's Office has obtained two bids from automobile dealers to replace the vehicle damaged in the accident. Shawnee Mission Ford, who participates in the regional cooperative bidding process, submitted a bid of \$22,340. Laird Noller Ford, a local dealer located in Douglas County, submitted a bid of \$22,285. Laird Noller's bid is \$55 less than the bid of Shawnee Mission Ford. Additionally, even though the documents from Shawnee Mission Ford indicate a 2009 Ford Crown Victoria, the dealership has assured Jackie Waggoner, the vehicle they would deliver would be a 2010 model.

Given today's challenging economic climate and the difficulties facing many local businesses, the Sheriff's Office would like to purchase this vehicle from Laird Noller Ford, a local, Douglas County business. While the monetary savings by purchasing from Laird Noller Ford is minimal, the Sheriff's Office believes it is important to support local business when the opportunity presents itself.

Attached you will find copies of the bids submitted by both dealers. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KS PURCHASE ORDER NO. 940346
4/22/2009

Vendor Name: <u>Shawnee Mission Ford</u>	Deliver To: <u>Douglas County Sheriff's Office</u>
Vendor Street Address: <u>11501 W. Shawnee Mission Pkwy.</u>	Address: <u>111 East 11th Street</u>
<u>Shawnee, KS 66203</u>	<u>Lawrence, KS 66044</u>
Vendor City/State/Zip: <u>Shawnee, KS</u>	
Contact Name: <u>Jay Cooper</u>	Delivery Contact: <u>Gary Bunting</u>
Contact Phone: _____	
Delivery Date: <u>90-120 Days</u>	Bill To: <u>Douglas County Purchasing</u>
	<u>1100 Massachusetts</u>
	<u>Lawrence, KS 66044</u>
Special Instructions: <u>Call Jackie In Purchasing at (785) 832-5286 to arran</u>	Billing Contact: <u>Jackie Waggoner</u>
	Telephone #: <u>(785) 832-5286</u>

Fund	Dept	Account	Qty	Description	Unit List Price	Unit Discount Price	Total Price
				Comply w/ MACPP/MARC Specifications and Contract Terms			\$0.00
			7	2009 Ford Crown Victoria Polic Interceptor (#34C)		\$21,685.00	\$151,795.00
			7	Floor Covering - HD vinyl front & rear		-\$80.00	-\$560.00
			7	Handles - rear window Inoprative		\$25.00	\$175.00
			7	Handles - Inside rear door Inoperative		\$25.00	\$175.00
			7	Keys - all vehicle keyed alike (1284X)		\$50.00	\$350.00
			7	Rear Deck Warning Light		\$250.00	\$1,750.00
			7	Police Pig Tails		\$25.00	\$175.00
			7	Bucket w/ Power Drivers Seat		\$360.00	\$2,520.00
			7	Front Cloth Bucket, Rear Vinyl Bench		\$65.00	\$455.00
			7	Trunk Opener moved to Driver's Door		\$60.00	\$420.00
			7	Electronic Traction Control		\$125.00	\$875.00
			7	Addl. Government Concessions		-\$250.00	-\$1,750.00
			1	Service Manual (CD)		\$225.00	\$225.00
				Exterior Color: Medium Titanium Interior Color: Dark Charcoal			\$0.00
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain			\$0.00
				TOTAL			\$156,605.00

TAX EXEMPT KSA 79-3606

Approved by: Jackie Waggoner Date: 22-Apr-09

DATE APPROVED BY BOCC: 20-Apr-09

SH - Bunting, Gary

From: Dan Schmidt [dschmidt@lairdnoller.com]

Sent: Tuesday, December 08, 2009 3:04 PM

To: SH - Bunting, Gary

Subject: 2010 Ford Crown Vic Police Interceptor

Lt Gary Bunting
Douglas County Sheriff's Department
Lawrence, KS

To confirm our phone conversation today's date, the price to order a new police interceptor is \$22,285.00. This vehicle has the same specifications and is the same price as the police interceptor we currently have on order (ordered on October 26th) for the Douglas County Sheriff's Department.

Let me know if you have questions or need more information.

Thanks,
Dan Schmidt
Fleet Manager
Laird Noller Automotive
Lawrence, KS
843-3500

LAIRD NOLLER AUTOMOTIVE, INC

935 W. 23RD ST
PO Box 38
Lawrence, KS 66046

(785)843-3500
800-281-1105
fax: 785-843-4056
email: dschmidt@lairdnoller.com

DATE: 10-7-09

Company: DC B. SHERIFF'S OFFICE

Attention: LT. GARY BUNTING

Fax No: 841-5168

Number of pages: 3 including this cover sheet.

MESSAGE

BID FOR A FORD 2010
CROWN VIC POLICE
INTERCEPTOR!
\$22,285.00

Thank You,



Dan Schmidt
Fleet & Lease Manager

CNGP530

VEHICLE ORDER CONFIRMATION

10/07/09 18:03:13

Dealer: F53400

2010 CROWN VICTORIA

Page: 1 of 2

Order No: 0001 Priority: L3 Ord FIN: QC922 Order Type: 5B Price Level: 015
Ord Code: 720A Cust/Flt Name: DOUGLAS PO Number:

RETAIL

RETAIL

P7B POLICE INTERCEP \$27260

478 C/LAMPS DISABLE \$20

YG MED TITANIUM

51A DRV SDE SPT LMP 190

I CLTH BKTS/VNL R

525 SPEED CONTROL 225

N CHARCOAL BLACK

53M NOISE SUPPRESS 95

720A ORDER CODE

552 TRACTION CONTRL 125

.DUAL EXHAUST

61H DECKLD REL IP/D 60

.17" STEEL SPARE

64N PAINTED WHL CVR 45

.MANUAL AIR COND

.ENG IDLE METER

TOTAL BASE AND OPTIONS 29430

99V .4.6L OHC FFV V8 NC

TOTAL 29430

44Q .ELEC AOD TRANS NC

THIS IS NOT AN INVOICE

TC1 .P235/55R17 BSW NC

*TOTAL PRICE EXCLUDES COMP PR

179 POLICE PIGTAIL 25

* MORE ORDER INFO NEXT PAGE *

21A PWR DRIVER SEAT 380

F8=Next

432 KEY CODE 1284X 50

F3/F12=Veh Ord Menu

F1=Help F2=Return to Order

F9=View Trailers

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05140

CNGP530

VEHICLE ORDER CONFIRMATION

10/07/09 18:03:33

Dealer: F53400

Page: 2 of 2

2010 CROWN VICTORIA

Order No: 0001 Priority: L3 Ord FIN: QC922 Order Type: 5B Price Level: 015

Ord Code: 720A Cust/Flt Name: DOUGLAS

PO Number:

RETAIL

RETAIL

67R RR DR HND INOP \$25

794 PRICE CONCESSN

REMARKS TRAILER

948 RR WINDOW DEL 25

96B FRT MLDG UNINST 30

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 875

TOTAL BASE AND OPTIONS 29430

TOTAL 29430

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC05140



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Pamela J. Madl
Assistant County Administrator

MEMO TO: Board of County Commissioners
FROM: Pam Madl
SUBJECT: 2010 Holidays
DATE: December 14, 2010

Below is the recommendation for 2010 Holidays for Douglas County employees. This recommendation is consistent with past holiday schedules. Because we will only have one day for Christmas (it falls on a Saturday), we are recommending 2 personal discretionary days to maintain the total of 10 holidays. Again, this has been standard practice for many years.

New Year's Day	Friday, January 1
Martin Luther-King's Day	Monday, January 18
Memorial Day	Monday, May 31
Fourth of July	Monday, July 5
Labor Day	Monday, September 6
Thanksgiving	Thursday-Friday, November 25-26
Christmas	Friday, December 24
Two (2) Personal Discretionary Day	
<u>Personal Discretionary Day:</u>	
<i>Eligibility:</i> Employee's status must be full time or part time with benefits. Employees hired after June 30, 2010 (but before October 1) are only entitled to one (1) personal discretionary day. Employees hired on or after October 1, 2010 are not entitled to a 2010 personal discretionary day.	
<i>Definition:</i> One (1) normal work day.	
<i>Scheduling:</i> Must be taken all at one time (may not be split into hours). Must be scheduled in advance through the employee's supervisor and according to departmental procedures. Must be utilized during the calendar year 2010 and <u>PRIOR</u> to December 24, 2010.	