

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

WEDNESDAY, JUNE 9, 2010

4:00 p.m. Convene

- Recognition for service to Gabriel Engeland
- Consider approval of a proclamation declaring "June 15, 2010 as "World Elder Abuse Awareness Day." (Sandra Kelly Allen)
- Consider approval of the minutes of May 12 and May 19, 2010.

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider a resolution establishing the "Douglas County Food Policy Council (Eileen Horn);
- (c) Consider acquisition of right-of-way for Bridge Nos. 0.11N-5.50E; 0.43N-5.50E; and 0.78N-5.50E (Michael Kelly);
- (d) Consider approval of Lone Star Lake skiing dates for 2010 (Keith Browning);
- (e) Consider authorization to solicit bids for the asphalt overlay of N 1300 Rd (31st St), E 1350 to E 1400 Rd (Louisiana St); Route 458, E 1500 Rd to E 1600 Rd; Route 1055, N 1000 Rd to N 700/E 1700; Route 460, E 1700 Rd to E 1900 Rd; Route 1029, Route 442 to US-40 (Terese Gorman); and
- (f) Consider approval of request to upgrade Internet connection (Jim Lawson)

REGULAR AGENDA

- (2) Consider approval of changes to copier contract (Jackie Waggoner)
- (3) Approval of Request for Construction Project, DOT Form 1302 Replacement of Route 1057 bridge over Wakarusa River Bridge No. 13.00N-19.00E, Project No. 23 C-4123-01 (Keith Browning)
- (4) Consider approval of Business Agreement with Willis of Greater Kansas, Inc. for health insurance consulting services (Pam Madl)
- (5) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (6) Adjourn

WEDNESDAY, JUNE 16, 2010

4:00 p.m.-Proclamation declaring June 14-19 as "Dad's Days" (Anna Jenny)

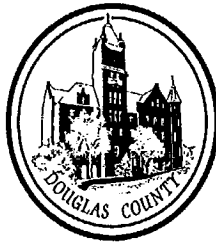
- Consider approval of a replacement boiler for the County Courthouse (Bill Bell, Eileen Horn)
- Consider request for funding approval for feasibility study on Douglas County Jail (Ken McGovern)
- Lawrence Wastewater Master Plan boundaries and growth assumptions presentation (Scott McCullough/ Mike Lawless)
- Executive Session to consult with County Counselor about ongoing litigation

WEDNESDAY, JUNE 23, 2010

WEDNESDAY, JUNE 30, 2010

6:35 p.m.

- Receive US-56 Corridor Management Plan from KDOT (Keith Browning)
- Receive and consider approval of Implementation Agreement concerning management of US-56 corridor (Keith Browning)



World Elder Abuse Awareness Day 2010 Proclamation

Whereas: America's seniors deserve to live safely with dignity, and as independently as possible, with the supports they need.

Whereas: Elder abuse is most often defined as any act that harms a senior or jeopardizes his or her health or welfare.

Whereas: Eliminating abuse to older persons is each community's responsibility; Douglas County is concerned about the risk to our older residents who suffer from neglect or are victims of financial, emotional or physical abuse.

Whereas: All of our residents should watch for signs of abuse such as physical trauma, withdrawal, depression, anxiety, fear of family members, friends or caregivers; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, hereby proclaims June 15, 2010 as "**WORLD ELDER ABUSE AWARENESS DAY**" and encourage everyone to commit to building safer communities for our elderly residents.

Dated this 9th day of June, 2010.

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

Nancy Thellman, Chairman

Jim Flory, Vice-Chair

Mike Gaughan, Member



**World Elder Abuse
Awareness Day**

May 12, 2010

Thellman called the regular session meeting to order at 4:00 p.m. on Wednesday, May 12, 2010 with all members.

PROCLAMATION 05-12-10

Thellman moved to approve a proclamation declaring May 2010 as "Mental Health Month." Motion was seconded by Flory and carried 3-0. David Johnson, CEO of Bert Nash, showed a video presentation on a success story from one of Bert Nash's programs.

RECOGNITION 05-12-10

The Board recognized Emily Jackson, Management Intern, for her service to Douglas County from June 2008 through May 2010.

MINUTES 05-12-10

Flory moved to approve the minutes of April 7 and April 21, 2010 (as amended). Motion was seconded by Gaughan and carried 3-0.

CONSENT AGENDA 05-12-10

Thellman moved approval of the following Consent Agenda:

- ▶ Purchase of 17 Motorola XTS 5000 portable radios, 8 Motorola XTL 5000 mobile radios and accessories in the amount of \$87,961.05 made with TFM Communications via state contract number 28440.
- ▶ Contract for Highway Purposes for an acquisition of easement with Dudley N. Fishburn and Belinda L. Cook-Fishburn, 134 E550 Rd, Overbrook, KS; Road No. 4A Route 1029 (E550 Rd); Project No. 01300550 and Project No. 01420550 for the replacement of Drainage Structure No. 1.30N-5.50E and 1.42N-5.50E;
- ▶ Contract with Bettis Asphalt in the amount of \$2,453,699 for Project No. 2010-2, asphalt overlay and paved shoulders on Route 1023/458 from Stull to Route 1 and authorized the Public Works Director to approve change orders totaling up to 5% of the total contract amount; and
- ▶ Notice to the Township Board for the sell of cereal malt beverages for Clinton Marina Parking Lot Special Event at 1329 E 800 Road on June 19, 2010.

Motion was seconded by Gaughan and carried 3-0.

BRIDGE REPLACEMENT/KDOT 05-12-10

Earl Bosak, Kansas Department of Transportation, made a presentation on three bridge replacement projects on Highway 56 between US 59 and Baldwin City scheduled for 2013. KDOT is proposing to do all three bridges at one time. Construction will start in the spring and be finished before the Maple Leaf Festival in October 2013. The plan is to close a portion of Highway 56 with the official state detour to be US 59 to Ottawa, K35 to K33 and back to Hwy 56. There are also many local roads that can be utilized. No one will be landlocked. The bridge closest to the Baldwin Intermediate Center will be three lanes; the other two bridges will be two lanes with 6' shoulders.

PURCHASING 05-12-10

Gabriel Engeland, Management Intern; and Jackie Waggoner, Director of Purchasing, asked the Board to consider the adoption of an Emergency Purchasing Taskforce. The principle objective of the taskforce is to provide qualified personnel and assistance from various taskforce entities during an emergency. This will enhance efficiency during an incident as to not create duplicate efforts and purchases made in haste without proper authorization and receipt of documentation. The taskforce has created a standardized electronic procurement form that addresses acquisition, donations (temporary and permanent), and an approval process.

Thellman opened the item for public comment. No comment was received.

Flory moved to approve the adoption of the Emergency Purchasing Taskforce, along with the \$200 annual sponsorship fee, and commits to allowing Douglas County purchasing staff to be available for training and incident response. Motion was seconded by Thellman and carried 3-0.

PURCHASING 05-12-10

Jackie Waggoner, Purchasing Director, asked the Board to consider approving the purchase of a 2010 tractor mower to replace a 1994 Ford Mower Tractor with 4,515 hours equipped with a 10' pull behind mower deck. The mower will be used in areas that cannot be mowed with conventional mowers. The contractor, Sellers Equipment, has provided a trade-in offer of \$6,300 that is in line with the condition of the equipment. If approved, the item will be purchased through a cooperative contract at a government pricing. The tractor will have a 2-year warranty and the mower a 1-year parts and labor warranty.

Thellman opened the item for public comment. No comment was received.

Thellman moved to approve the purchase of a 2010 Kubota 4WD Tractor with cab, along with a 2010 Tiger mower, accepting the trade-in offer of \$6,300.00 for a total cost of \$93,946.80. Motion was seconded by Gaughan and carried 3-0.

SUSTAINABILITY 05-12-10

Craig Weinaug, County Administrator, introduced Eileen Horn as the Lawrence-Douglas County Sustainability Coordinator.

FLOODPLAIN MANAGEMENT 05-12-10

Tom Morey, Kansas Department of Natural Resources, made a presentation to the Board on the Principles of No Adverse Impact (NAI) for floodplain management. The goal is to ensure that the development we allow today will not have a negative economic or environmental impact on someone else tomorrow. NAI Floodplain Management is a managing principle developed to address the shortcomings of the typical floodplain management program. Rather than depending on minimum requirements of federal or state programs, NAI provides tools for communities to provide a higher level of protection for their citizens and to prevent increased flooding now and in the future. Typically, prevention is more costly method of development, but keeps people from being at risk.

Thellman asked staff where we are on changes to our current floodplain maps. Keith Dabney, Director of Zoning and Codes, stated a meeting has been scheduled for June 2, 2010 at the Courthouse and JLE Building with local engineers, realtors and surveyors to discuss 1575 parcels added to the floodplain and the removal of 387 parcels. Information will be added to the www.douglas-county.com website in the next week that will answer frequently asked questions.

PLANNING 05-12-10

Amy Brown, Lawrence-Douglas County Metropolitan Planning Department, made a presentation to the Board on the first draft version of the Environmental Chapter to *Horizon 2020*.

Linda Finger, Planning Resource Coordinator, asked the Board if they have follow-up questions and information regarding the presentation on Air Quality made by Richard Ziesenis at the March 24, 2010 meeting. It was the consensus of the Board for Ziesenis to make comments for the Environmental Chapter of *Horizon 2020* that addresses air quality.

PUBLIC WORKS 05-12-10

The Board considered the approval of an agreement for design services on Project No. 2010-9 for the replacement of Bridge No. 15.89N-04.50E carrying E 450 Road over a tributary to Deer Creek. The bridge is classified as "structurally deficient" and is posted for a 5-ton maximum load. The selection committee chose Delich Roth & Goodwillie, P.A. Engineers (DRG) as the preferred firm for engineering services with a cost proposal for a precast concrete structure with a not-to-exceed cost of \$49,886.58. If their study reveals a pre-stressed beam or cast-in-place span structure is required, the not-to-exceed cost is \$71,794.64. The CIP includes \$290,000 for this project.

Thellman opened the item for public comment. No comment was received.

After discussion, Thellman moved to approve the agreement for engineering services with Delich Roth & Goodwillie, P.A. Engineers (DRG) to replace Bridge No. 15.89N-04.50E carrying E 450 Road over a tributary to Deer Creek. Motion was seconded by Gaughan and carried 3-0.

EXECUTIVE SESSION 05-12-10

At 5:25 p.m., Thellman moved that the Board recess into Executive Session for 30 minutes (until 5:55 p.m.) on two items: first session for consultation with staff for the purpose of discussing security matters in public buildings owned by Douglas County. Attendees included: Jackie Waggoner, Purchasing Director; Pam Madl, Assistant County Administrator; Pam Weigand, Director of Youth Services; Leigh Housman, Youth Services; and Craig Weinaug, County Administrator; and the second session was for the purpose of acquisition of right-of-way and consultation with the County Counselor. Attendees included: Evan Ice, County Counselor; Michael Kelly, County Engineer; Craig Weinaug, County Administrator; Keith Browning, Director of Public Works, and Pam Madl, Assistant County Administrator.

At 5:55 p.m., the Board returned to regular session.

Thellman moved to waive the purchasing policy to approve a contract with Latta Technical Services for professional services in the amount of \$28,888, and authorized the County Administrator to approve change orders up to 15% of that amount. Motion was seconded by Gaughan and carried 3-0.

ACCOUNTS PAYABLE 05-12-10

Thellman moved to approve accounts payable in the amounts of \$146,291.63 paid on 05/06/10 and \$149,653.60 to be paid on 05/13/10, wire transfers in the amounts of \$15,777.64 paid on 04/30/10 and \$100,000.00 paid on 05/07/10; and a manual check in the amount of \$35,021.00 to be paid on 05/12/10. Motion was seconded by Gaughan and carried 3-0.

MISCELLANEOUS 05-12-10

Flory updated the Board on his attending the Kansas Association of Counties Commission Meeting in Junction City. He also met on the Noise Ordinance; and met with the secretary of transportation at KDOT regarding the Board's request for a reduction of speed limit on Hwy 40 in front of the Methodist Church. KDOT will do a traffic study to determine if a speed reduction is necessary.

Thellman moved for the Board to recess until 6:35 p.m. Motion was seconded by Flory and carried 3-0.

RECESS UNTIL 6:35 P.M.

The Board reconvened at 6:35 p.m.

FAIRGROUNDS 05-12-10

Tara Pearson and Bill Woods with the Fairground Committee gave the Board an overview of a proposed Fairgrounds Capital Improvement Plan. More than 80,000 people use the fairgrounds per year. The committee proposes the following improvements/additions to the fairgrounds: 25 RV parking stalls; open pavilion; outdoor park area where buildings 1 & 2 are located, and a meeting hall which would serve for replacement of buildings 1 & 2. The total projected cost of the improvements is \$3,200,000 to \$3,530,000.

Pam Madl, Assistant County Administrator, discussed a proposed funding of the project as follows: 1) The Board could issue bonds for the entire project and get it started (using a 20 year issue for \$3.5 million with an approximate annual payment of \$220,000) or 2) Establish an annual CIP allotment. Madl stated there are safety concerns issues regarding buildings 1 & 2.

Flory suggested he might consider issuing a bond for two of the projects. Madl stated we could devote a portion of the building use fees to repay the bonds. However, we would need to raise the fees.

Flory also stated it may be worth looking at doing the entire project at once because many contractors are hungry for business and may give a better proposal. Madl added the improvements would attract additional users.

Thellman opened the item for public comment.

Hank Booth, Lawrence Chamber of Commerce, stated it is the consensus of Chamber that this is an open door for those that are not typical Lawrence visitors.

Glen Jackson, 802 Elm, Eudora, said he is a Scout Master in Eudora and supports the improvements to the fairgrounds. The open park area will be great for scouts and other outdoor ceremonies.

George Lauppe, 1309 N 1956 Rd, stated he has used the fairground facilities for swap meets, but people have a hard time finding the location. He thinks there should be a sign on 23rd and Harper.

Stan Ring, 4505 Winger Foot Court, stated he is a Master Gardner and on the Fairgrounds Committee. He said we have a place where people can go, but we want it to be a place where people want to go.

Hubbard Collinsworth, resident, asked if the County did the whole project at once when would the project be completed. Madl replied the construction could take a couple of years. The schedule would be discussed as we move forward.

Madl added it is not the committee's intent to raise the mill levy to make the improvements.

No action was taken.

MISCELLANEOUS/PARKS 05-12-10

Carol von Tersch, President of Black Jack Battlefield Trust, made a request to the Board for Robert Hall Pearson Park (a ¼ acre property) to be transferred in title to the Black Jack Battlefield Trust. They would like the entire property to be listed as part of the Black Jack Battlefield and Nature Park. She asked the Board for permission to proceed with the removal of a chain link fence which surrounds the park on the south and west sides to allow better access to mowing and upkeep. Tersch also showed a video on the upcoming reenactment scheduled in June of John Brown's Battle of Black Jack.

It was the consensus of the Board for the "Trust" to look into the transfer of title process and to bring back to the Board for approval after giving the public an opportunity to respond to the request.

APPOINTMENTS/PLANNING COMMISSION 05-12-10

It was the consensus of the Board to continue interviews with the candidates for the upcoming Planning Commission vacancy. Commissioner Flory pointed out that presently eight members of the Planning Commission are residents of Lawrence and two members are residents of the unincorporated area of Douglas County.

Thellman opened the item for public comment.

Gary Price, Treasurer of Farm Bureau, has a farm five miles west of Lawrence. He stated he hopes the Board will appoint Planning Commissioners that reside in the unincorporated area of Douglas County.

Hank Booth, Lawrence Chamber of Commerce, stated he served on the Planning Commission when there were five commissioners that resided in Lawrence and five commissioners that resided in the unincorporated area of Douglas County. He thinks it is very important that the active farming community be represented on the commission. Some people are appointed with an agenda, which is not productive.

Loren Baldwin, 1171 E 550 Rd, stated he is a farmer in western Douglas County. He sometimes feels his interests are not well represented, and an 8/2 split is unfair. Their decisions will affect his livelihood as a farmer.

It was the consensus of the Board to defer an appointment decision to the May 19 meeting.

APPOINTMENT 05-12-10

Thellman moved to reappoint Bob Newton to the Douglas County Emergency Management Board for a one-year term to expire July 2011. Motion was seconded by Flory and carried 3-0.

Thellman moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Nancy Thellman, Chair

Jim Flory, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Mike Gaughan, Member

May 19, 2010

Thellman called the regular session meeting to order at 4:45 p.m. on Wednesday, May 19, 2010 with all members present.

MINUTES 05-19-10

Thellman moved approve the minutes of April 9 and April 14, 2010. Motion was seconded by Flory and carried 3-0.

CONSENT AGENDA 05-19-10

Thellman moved approval of the following Consent Agenda:

- ▶ Douglas County application for an Authorized Emergency Vehicle Permit for Jonathan Albert Morris;
- ▶ Resolution No. 10-12 of the Douglas County Board of County Commissioners ordering the condemnation and appropriation of certain interests in real estate in Douglas County, Kansas for use in installing and maintaining a drainage structure on Douglas County Permanent Road No. 642 (E. 1950 Road), known as E 1950 – Project No. 0657-1950; and
- ▶ Agreement with Bucher Willis & Ratliff Corporation (BWR) for engineering services to replace Bridge No. 12.65N-23.87E carrying E 2400 Road over Coleman Creek. If BWR determines a reinforced concrete box or similar bridge can be used, the not-to-exceed cost will be \$56,004.72. If a span bridge is need, the not-to-exceed cost will be \$75,859.94.

Motion was seconded by Gaughan and carried 3-0.

MISCELLANEOUS 05-19-10

It was the consensus of the Board to add a discussion on the Planning Commission appointment on next week's agenda.

ACCOUNTS PAYABLE 05-19-10

Thellman moved approval of accounts payable in the amount of \$255,893.49 to be paid on 05/20/10; and a manual check in the amount of \$105.00 paid on 05/18/10. Motion was seconded by Flory and carried 3-0.

Thellman moved to adjourn the meeting; Gaughan seconded and the motion carried 3-0.

Nancy Thellman, Chair

Jim Flory, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Mike Gaughan, Member

Memorandum

Douglas County

Food Policy Council

TO: Board of County Commissioners of Douglas County

FROM: Douglas County Food Policy Council members & Eileen Horn, Sustainability Coordinator

CC: Craig Weinaug, County Administrator

Date: June 9, 2010

RE: Resolution establishing the Douglas County Food Policy Council as an advisory council to the County Commission; acceptance of membership structure & priority areas for study and action

Background:

In September of 2009, the Board of County Commissioners approved the formation of the Douglas County Food Policy Council, and initially funded the Council with a budget of \$5,000.

The Food Policy Council was formed, and began meeting regularly in January of 2010. In the months since formation, the Council has created subcommittees to study: Education/Outreach projects, Policy & Infrastructure, and Land Preservation opportunities. Each of these groups has made great strides towards many of the actions proposed in September – creating educational field trip opportunities for stakeholders, participating in regional agritourism planning efforts, designing an educational booth for the Douglas County Fair, and drafting an analysis of the County's local foods production potential.

The Food Policy Council has also written and accepted their bylaws, defining their priority areas for study, membership structure, election of officers, and meeting procedures.

Recommended Action:

That the Board of County Commissioners approves the establishment of the Douglas County Food Policy Council as an advisory council to the County Commission on matters related to food policy, and approves the goals and membership structure of the Council.

The resolution is attached to this memo.

DOUGLAS COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS PROVIDING FOR THE ESTABLISHMENT OF THE DOUGLAS COUNTY FOOD POLICY COUNCIL; PRESCRIBING THE PRIORITY AREAS FOR STUDY, COMMUNICATION AND ACTION OF THE FOOD POLICY COUNCIL; AND MEMBERSHIP OF THE FOOD POLICY COUNCIL.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Douglas County, Kansas:

SECTION 1. Name

The name of the organization shall be the Douglas County Food Policy Council, hereinafter referred to as the FPC.

SECTION 2. Goals (Priority Areas for Study, Communication, and Action)

The Food Policy Council seeks to identify the benefits, challenges and opportunities for a successful, sustainable local food system in Douglas County. The FPC will serve as a forum for discussion and coordination for community-wide efforts to improve the Douglas County community's access to local food supply and distribution networks. Therefore, the FPC will focus on the following priority areas:

- A) Economic development and entrepreneurial opportunities related to local food production and consumption
- B) Improved health outcomes
- C) Positive environmental quality impacts
- D) Increased access to, and distribution of wholesome, local food
- E) Support for local producers of sustainable food products
- F) Identification, preservation, and/or sustainable development of local resources including soil, agricultural land, important breeds/cultivars, water, skilled labor, capital, and markets
- G) Increased education and awareness on the part of Douglas County residents regarding the benefits of locally produced foods

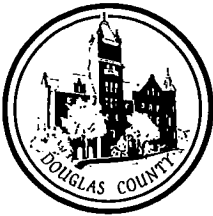
SECTION 3. Members

- A) Members shall be appointed by the Douglas County Commission for a term of three years, except for the initial appointments to the FPC as set out in *Section 4. Members, Item D.*
- B) Terms of service will begin at the start of the first meeting of the calendar year.
- C) In the event of a member's inability to serve or resignation, the County Commission shall appoint another person to serve for the remainder of the unexpired term so created.
- D) Members shall be appointed the first year in a "staggered" manner- one third for a one-year term, one third for a two-year term, and one third for a three-year term.
- E) No person shall serve more than two consecutive terms as a member, except that: a) members appointed for an initial one or two-year term may be reappointed and complete two full three-year terms; b) vacant, unexpired terms may be filled by appointment of standing council members otherwise ineligible for reappointment; and c) if an appointment to the FPC expired before the County Commission has appointed a replacement member, then the member whose term has expired shall serve until a successor has been appointed; and d) if an appointment is an at-large appointee by a Commissioner.
- F) There shall be between 15-25 members on the FPC, which will include representatives from such groups as:

- a. Three at-large members, one appointed by the county commissioner from each county commission district;
 - b. Agricultural producers, representing both the Kansas and Wakarusa watersheds; at least one of which is a producers of animal protein, at least one a producer of produce, at least one a commodity producer, and at least one involved in direct marketing of products;
 - c. Retail food outlets, at least one of which is a retail grocery, and at least one of which is a restaurant;
 - d. Food purchasers;
 - e. Educational institutions or organizations located within Douglas County;
 - f. The Douglas County Extension Service;
 - g. The City of Lawrence Sustainability Advisory Board;
 - h. The food security community;
 - i. A non-governmental organization working in the area of health, nutrition, or medical care
 - j. A non-governmental organization working in the area of local food systems or sustainable agriculture;
 - k. An established farmer's market in Douglas County;
 - l. The Douglas County business community;
 - m. The youth community;
 - n. An independent chairperson (if needed).
- G) Douglas County will provide staff support to the FPC as available.
- H) Council member attendance is expected at every meeting of the FPC. In the event of three consecutive, unexcused absences, a Council member may be asked to resign from the Council.

Adopted June 9, 2010

By the Douglas County Commission



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works
Michael D. Kelly, L.S., County Surveyor *mk*

DATE : June 3, 2010

RE : Drainage Structure Replacements; Acquisition of Easement; Consent agenda
Str. Nos. 00.11N – 05.50E, 00.43N – 05.50E and Str. No. 00.78N – 05.50E

Projects have been designed to replace a total of six (6) deficient drainage structures located in the southernmost two miles of County Route 1029, south of Globe. Plans were developed in-house and negotiations with pertinent landowners for permanent easement are now completed for the remaining three of the drainage structures. You may recall approving acquisition of easement for the first three structures over the last two months.

Construction is planned for August and will be accomplished using county personnel.

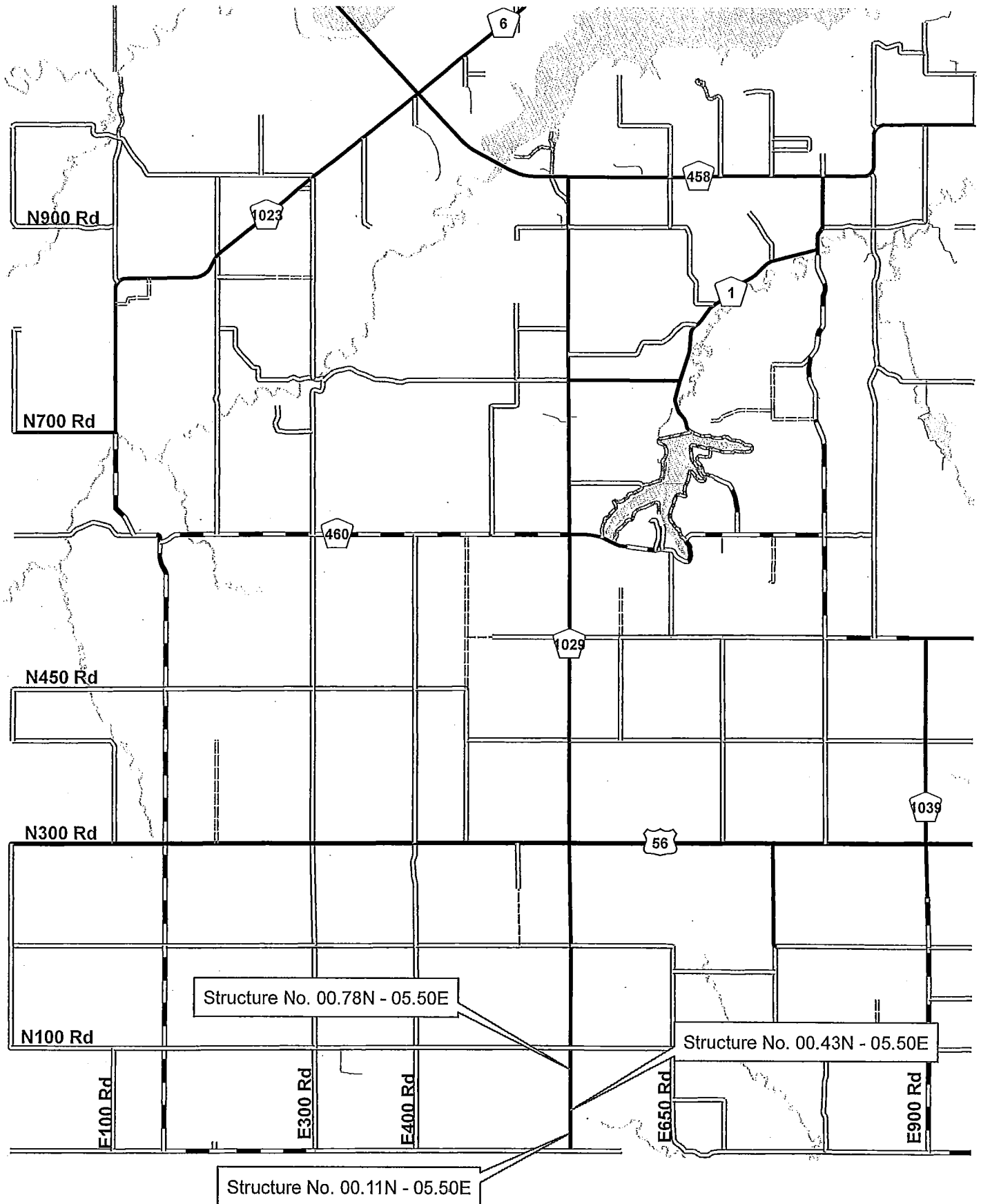
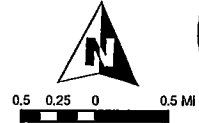
To ensure the proper completion of necessary construction projects approval is recommended for the attached CONTRACT's FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval to authorize Nancy Thellman to affix her signature to the CONTRACT's FOR HIGHWAY PURPOSES for Drainage Structure Nos. 00.11N – 05.50E, 00.43N – 05.50E and 00.78N – 05.50E

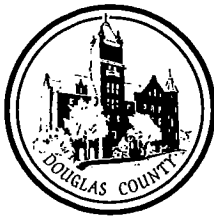
General Location Map

00.11N - 05.50E, 00.43N - 05.50E

and 00.78N - 05.50E



(1)(d)



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
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dgcopubw@douglas-county.com
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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

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

Date : June 2, 2010

Re : Lone Star Lake Skiing Dates for 2010

Lone Star Lake regulations currently allow skiing from 12:00 noon to 8:00 p.m. on Wednesday through Sunday of each week between June 1 and Labor Day, and "on such other days as the (Board) approves". The BOCC has additionally allowed skiing in September on Wednesday through Sunday of each week from 12:00 noon to 6:00 p.m. for the past two years. The extended September ski period has presented no problems.

We recommend continuing the same ski periods for 2010. Rather than revise the County Code and print new Rules & Regulations, it is recommended to add the September dates as "...other days as the (Board) approves".

In addition to allowing skiing from 12:00 noon until 8:00 p.m. on Wednesday through Sunday of each week between June 1 and Labor Day, this department recommends the BOCC allow skiing from 12:00 noon until 8:00 p.m. on the following date:

September 6 (Monday – Labor Day)

We also recommend the BOCC allow skiing from 12:00 noon until 6:00 p.m. on Wednesday through Sunday of each week between September 8 and September 26.

Action Required: Approve skiing in 2010 at Lone Star Lake for the recommended dates and times.

(1)(e)

MEMORANDUM

To: Board of County Commissioners
From: Terese A. Gorman, P.E., Engineering Division Manager
Date: June 4, 2010
Re: Authorization to solicit bids for road surfacing project
Project No. 2010-6

Funding is available in 2010 to overlay certain roads this summer. Public Works staff recommends overlaying the following roads:

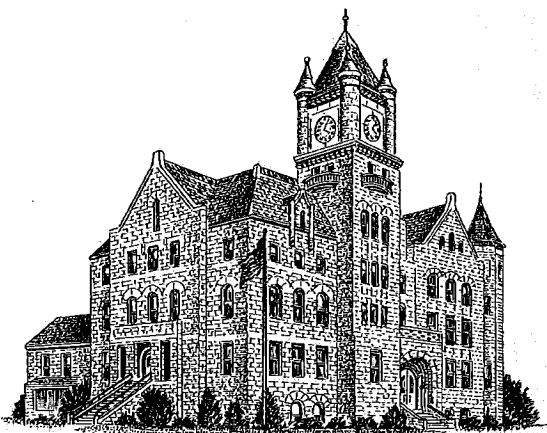
- Route 458, E 1500 Road to E 1600 Road, 2" mill and 2" asphalt overlay
- Route 1055, N 1000 Road to N700/E1700 (excluding the Gun Club project area), 2" mill and 2" asphalt overlay
- Route 460, E 1700 Road to E 1900 Road, 2" asphalt overlay
- Route 1029, Route 442 to US-40, 2" asphalt overlay
- N 1300 Road (31st Street), E1350 (Lawrence City Limits) to E 1400 Road (Louisiana Street), 2" mill and 2"-3" asphalt overlay

Funds are available from Road and Bridge Fund 201 for overlays, Road and Bridge Fund 201 for sealing (remaining money after chip seal contract), CIP contract pavement maintenance fund, and Special Highway Fund. The estimated total construction cost to overlay these roads is approximately \$1,170,400. Cold plastic pavement marking is included for N 1300 Road (31st Street) due to the high volume of traffic on this road. The other roads will be painted by our annual painting contract. There are no easement acquisition costs or utility relocation costs.

We plan to begin construction in early August on N 1300 Road (31st Street) in order to complete this portion of the contract before school begins. The remaining roads may be overlaid later in August or maybe in September depending on the contractor's schedule. The contract allows for 27 working days which is about 6 weeks. Traffic will be maintained through construction using flaggers and pilot vehicles as needed.

Action Required: Consider authorizing Public Works to solicit bids for Project No. 2010-6, overlay of Route 458, Route 1055, Route 460, Route 1029, and N 1300 Road.

Douglas County
Information Technology
832-5299
Fax: 832-5180



MEMORANDUM

To: Board of County Commissioners
From: Jim Lawson
CC: Craig Weinaug, Pam Madl
Date: 6/3/2010
Subject: Internet Service

Currently, Douglas County is utilizing a T3 (4.5 mega bits per second - mbs) internet connection with AT&T, paying a monthly charge of \$1460. We use this connection to provide the public with access to our web site and services, e-mail, internet access for County employees, video conferencing and as a connection to other government agencies. As the internet evolves and we continue to take advantage of more opportunities available for us to utilize this medium to conduct business, we have outgrown this connection.

One example of this is our increased usage of remote video (Polycom video units) for court arraignments, remote testimony and remote hearings. Utilizing this technology has led to a large savings in the cost to transport people to and from court hearings and arraignments. It has also given us the ability to have people testify remotely, saving us the costs of having to pay for transportation and expenses. The Sheriff's office has been tracking the savings for mental illness hearings done with remote video and since September 2009 it has saved the County approximately \$19,000 (See attached memo for details). The technology to do this does have its own costs as each video connection can consume 1-2mbs of bandwidth. If we have more than one video connection at a time, there is not sufficient internet bandwidth left to effectively conduct County business and serve the public. We would like to expand the use of this technology, but it is not feasible with our current bandwidth.

We discussed our situation with AT&T and they offered to provide us with a dedicated 20mbs fiber connection at an 82% discount on this service for a 36 month term contract. This would be a monthly charge of \$1972.20. This means that for \$512.20 (35%) more per month will we have 4.5 times more bandwidth for our usage. The 20mbs connection will meet our needs for the next 36 months and allow us to increase our use of video technology, which will in turn help us save money in transportation costs. It will also give us the ability to provide more advanced functionality on our web site and increase the services available to the public.

We recommend that you authorize us to enter into a contract with AT&T to provide a 20mbs fiber connection to Douglas County for 36 months. I will be at the meeting to answer any questions that you have.

Memo

To: Sheriff McGovern
From: Lieutenant Patrick L. Pollock
CC: Undersheriff Hornberger
Date: June 1, 2010
Re: **Polycom cost savings for Jim Lawson**

I have calculated the approximate amount saved by the county since we have started using the Polycom system for mental illness hearings. These savings include vehicle mileage calculated at .50 per mile and an average salary of \$25.00 per hour for each employee (two are needed for each transport and a round trip is about 3 hours).

Prior to using the Polycom, the judge may have ordered the patient released from the courtroom, or transported back to Osawatomie.

So, the cost savings of each transport when the patient would have been released from court is about \$207.00 and the cost savings of each transport when the patient would have been ordered back to Osawatomie is about \$414.00.

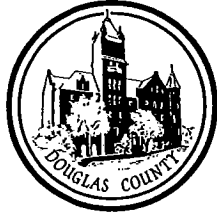
Since we began using the Polycom system in September, 2009 we have done 50 hearings by Polycom. Of that number, 43 were for patients who were ordered to remain in Osawatomie, and 7 were released.

The approximate amount in savings so far has been about \$19,251.00

Also, the State of Kansas has recently passed legislation that allows expert witnesses to testify by Polycom. This would be an additional savings to the District Attorney's Office since they would not have to pay for airfare and lodging for these witnesses.

Sincerely,

Lieutenant Patrick L. Pollock



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

(2)

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

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

SUBJECT: Approval Additional Funds for Copier Contract

DATE: May 28, 2010

Last year the Board authorized a 60 month lease for 51 multi-function copiers. The equipment cost approved was \$68,340 annually or \$341,700 for the duration of the lease agreement. In April 2010, we received approval to increase this expenditure by \$3,878 to replace a desktop device in the 911 dispatch center that was not meeting their needs.

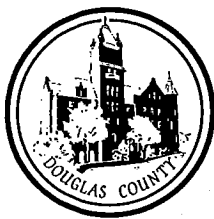
In the meantime, we have a need to add two more devices to our copier lease agreement. The Register of Deeds has requested replacing a standalone printer with a device that allows scanning, and the Appraiser's Office has three devices (fax, color printer, and black and white printer) that would be more cost effective to be replaced by a multi-function device. The three devices in the Appraiser's Office have exceeded their life expectancy and would need to be replaced in the near future. By adding these devices to our lease agreement, they would also be included in our service contract which includes consumables (toner, staples, etc.). Consumables for a color printer can cost in the range of \$500-\$1,200.

The cost of adding the two additional devices would be \$3,780 for the remainder of our lease. Service costs are established at a cost per copy rate of \$0.055 per copy for color, and \$0.0067 per copy for black/white.

We can continue to bring changes to our copier contract as they arise, or the Board may consider permitting administrative approval for these decisions. I will be available at the commission meeting to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners approves increasing our copier equipment lease by \$3,780 for devices in the Register of Deeds and Appraiser's Office.

(4)



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

To : Board of County Commissioners

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

Date : May 27, 2010

Re : Approval of Request for Construction Project, DOT Form 1302
Replacement of Route 1057 bridge over Wakarusa River
Bridge No. 13.00N-19.00E
Project No. 23 C-4123-01

The referenced project is on our Five Year Plan for federally funded projects. It is scheduled for a KDOT bid opening in January 2012. Douglas County selected BG Consultants to provide engineering design services for this project.

BG has completed an initial study to determine if the existing bridge can be rehabilitated and widened, i.e. whether the existing piers and steel superstructure can be utilized in a rehabilitated bridge. For structural reasons, this is not feasible. In order to construct a wider bridge, as is required to meet standards for current and projected traffic, the existing bridge requires replacement. BG has prepared Field Check preliminary plans for the bridge replacement, and submitted these plans to KDOT and this department.

The original Request for Construction Project form (DOT Form 1302) contemplated a bridge rehabilitation project. Since the project scope has changed, KDOT requires a revised Form 1302 for this project.

The revised Form 1302 is attached. It requires BOCC approval.

Action Required: Consider approval of Request for Construction Project form (DOT Form 1302) for Project No. 23 C-4123-01, a federally funded project to replace Bridge No. 13.00N-19.00E.

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, With Map

County Douglas

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for Douglas County under an agreement dated 11/19/04, or,

WHEREAS: The Secretary's agency for the City of _____ will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a major collector on Route Number 1057 located: approximately one half mile south of K-10 Highway

Total Project Length _____ (Km) 0.20 (Mi) Est. Let Date January 2012

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer	\$	<u>471,604</u>
Surfacing (Type) <u>asphalt</u>	\$	<u>26,350</u>
Bridges (Number) <u>1 replacement</u>	\$	<u>1,171,000</u>
Seeding	\$	<u>5,000</u>
Other <u>traffic control</u>	\$	<u>6,400</u>
ESTIMATED Total for Project	\$	<u>1,680,354</u>

Surveys and plans will be prepared by: BG Consultants

BE IT FURTHER RESOLVED: That sufficient funds of Douglas County are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

Kirk A. Browning
County/City Engineer or Administrator

Chairperson/Mayor

Member

ATTEST:

County/City Clerk

Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile _____ RR Owner _____ County Douglas

Area Served: General Farming Livestock Oil/Gas Industrial Suburban Urban
 Others: _____

Utilities to be adjusted: telephone

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 1,328 Year _____ Estimated Future AADT 7,000 Year 2030

Existing Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness					
(M)	asphalt	(M)	fair	6"-8"	no shoulders	30" CMP			
27.00		(Ft)					24.00	(Ft)	
Proposed Facilities:					Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer		
Roadbed Width	Surface Type	Surface Width	Surfacing By:						
(M)	asphalt	(M)		10"	6 foot shoulders	60" CRP			
42.00		(Ft)					36.00	(Ft)	
Existing Bridges:					Safe Load	Suff. Rating	Rating Year	Posted	
NBIP Structure Number	Structure Type	Over-all Length		Clear Roadway					
00000000230400	SBMC	392.00		24.00			40.8		
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Proposed New Bridges:									
Structure Type		Over-all Length		Clear Roadway					
SBMC Span Bridge		410.00		36.00					
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Railroad Crossings:			No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection
Company Name									

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)

Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

Rights of Way (R/W)

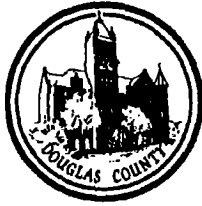
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)

Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering	<u>BG Consultants</u>	\$	<u>198,000</u>
Rights of Way	_____	\$	<u>55,000</u>
Utility Adjustments	<u>AT&T</u>	\$	<u>5,000</u>
Other	_____	\$	_____
ESTIMATED Total for Project		\$	<u><u>258,000</u></u>



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 *[Signature]*
SUBJECT: Business Agreement with Willis of Greater Kansas, Inc.
DATE: June 3, 2010

For many years we have used what used to be Charlton Manley and is now Willis of Greater Kansas, Inc. as our broker for all of our insurance coverage. Specifically, Scot Buxton has been our broker and consultant for our health insurance plan. He and his staff have assisted us in securing coverages (medical, pharmaceutical, and reinsurance), preparing reports, answering technical questions, and providing advice in the health insurance arena.

In the past we have maintained a consulting agreement with the firm to address the assistance they provide. Willis has requested a new type of agreement called a Business Agreement for the employee benefit account. The cost of the service remains the same (\$9,500); however, because this is a new agreement, our Purchasing Policy normally requires that we secure at least 2 informal bids for this price range.

Due to the experience and knowledge that Scot and his staff have about our health insurance plan and the fact that I am retiring at the end of this year, we feel that it would be in the County's best interest to retain Willis as our consultant for at least the next year. At the end of that time, you may feel it appropriate to request additional bids for this service.

It is my recommendation that you waive the Purchasing Policy and approve the attached business agreement with Willis of Greater Kansas, Inc. for health insurance consulting services for the plan year June 1, 2010 through May 31, 2011 and authorize me to sign the agreement.

Pjm
Attachment



DOUGLAS COUNTY

Willis of Greater Kansas, Inc.
12980 Metcalf Avenue, Suite 500
Overland Park, KS 66213

TERMS OF BUSINESS AGREEMENT – EMPLOYEE BENEFITS ACCOUNTS

The purpose of this document is to record our mutual understanding regarding our professional relationship and the services with which we have agreed to provide you.

Douglas County (“CLIENT” and/or “you” and/or “your”) and Willis of Greater Kansas, Inc. (“WILLIS” and/or “our” and/or “we” and/or “us”) agree as follows:

I. Services and Responsibilities

Subject to all other terms and conditions of this Agreement, WILLIS shall provide the Services identified in Schedule A.

We are committed to acting in your best interests at all times in providing services to you. In order to underscore our commitment to our clients, we have adopted a Client Bill of Rights, a copy of which has been previously provided to you to better explain our commitment to you.

The services we will provide to you rely in part on the facts, information and direction provided by you or your authorized representatives. The parties agree to provide each other with accurate and timely facts, information and direction as is reasonably required.

You agree to render complete and accurate information to WILLIS as to your loss experience and any other information reasonably requested by WILLIS. You also agree to advise WILLIS of any changes in your business operations that may affect the Services to be performed by WILLIS hereunder.

Willis

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our factual analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

You understand and agree that you shall make final decisions with respect to underwriting submissions and all matters relating to your insurance coverage and employee benefits program. We will procure the insurance coverage and services chosen by you, assist in confirming coverage, and review and transmit policies to you.

We will review all policies and endorsements delivered to us by insurers or intermediaries for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of errors in or recommended changes to such policies. You agree that you will also review all policies and endorsements delivered to you and advise us of any questions you have or of any document or provision that you discover which you believe may not be in accordance with your instructions.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage or other pertinent information and assist you in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as employee benefits professionals, we do not provide legal or tax advice. We encourage you to seek any such advice you need or want from competent legal or tax professionals.

II. Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential, will use it only in performing services for you and, in doing so, will comply with all applicable state or federal privacy laws. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required

Willis

to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may, however, disclose this information to the extent required to comply with applicable laws or regulations of the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis in order to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, you agree to execute, or to arrange for the plans to execute business associate agreements similar in form and substance to Exhibit A to this Agreement

III. Compensation /Conflicts of Interest

Fee: \$9,500 / annually

Our compensation for the services we provide to you will also include commissions paid to us by certain insurers. Commissions are earned for the entire policy period at the time we place policies for you. We will disclose to you the rate or amount of the commissions we will earn before you purchase the coverage. These commissions compensate us for the placement and routine servicing of the insurance policies. The Fee provided for above compensates us for the services set out in Schedule A which are in addition to the placement and routine servicing of the policies.

Willis

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by the Willis Group of companies ("Willis") in connection with your insurance placement. We are also required to obtain your consent to our compensation prior to effectuating the coverage. In that regard, please note that unless you instruct us otherwise, your selection of coverage and/or payment of the premium related to your insurance placement will be deemed your signed, written consent to the compensation disclosed during the quotation process or as outlined in the documentation provided by the carrier.

You also understand that Willis will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy.

If at a future date the commission percentage changes, Willis will notify you prior to the policy renewal and shall seek your consent in writing.

Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new clients or business generated after the October 1, 2008 acquisition. The standard profit commission, or commission uplift due to conversion of a contingent contract to an upfront commission schedule, will customarily range from 1% to 5% of the premium amount of the eligible placement. The additional commission will not impact your premium or rates.

Our Fee or the commissions we are entitled to receive may be revised if you request a change in the Coverages and/or Services during the Term of this agreement and we enter into a written agreement documenting any change in Coverages, Services and compensation.

If wholesalers, excess and surplus lines brokers, underwriting managers, or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, we will also disclose the rate or amount of

Willis

the commissions they will earn before you purchase the coverage. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

You may choose to use a third party administrator, utilization review company or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. If you elect to use a service provider from which we or our corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services you purchase from the provider, we will disclose additional information regarding that compensation to you before you make a final decision to use the service provider.

We or our corporate parents, subsidiaries, and affiliates may provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. Under these arrangements we may be compensated by the insurers for the services provided in addition to any commissions we may receive for placement of your insurance coverages.

As an insurance intermediary, we normally act for you. However, for some insurance products we or our corporate parents, subsidiaries or affiliates may have managing general agent agreements or other agreements which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk. Further, we or our corporate parents, subsidiaries or affiliates may arrange lineslips or similar facilities which enable an insurer to bind business for itself and other insurers and we may manage these lineslips for such insurers. We may place your insurance business under a managing general agent's agreement, a binding authority, lineslip or similar facility when we reasonably consider these match your insurance requirements/instructions. When we intend to bind coverage for you under such a facility, we shall inform you prior to the inception of the insurance contract

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a

Willis

conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and will provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Prices on the services specified herein are exclusive of all federal, state, and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges. Any such taxes or charges upon the services provided hereunder, now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by you unless, in lieu thereof, you provide us with a valid tax exemption certificate acceptable to us.

Similarly, we reserve the right to pass through to you any mutually agreed reasonable costs related to the printing of your employee communications material, WillisMed data scrubbing, or other out-of-pocket expenses.

IV. Premium/Handling of Funds

You agree to pay premiums and other money that is contractually owed to third parties directly to the insurers or other service providers by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage and services by the insurer and service provider.

V. Term/Termination

The initial term of this Agreement shall be from June 1, 2010 to May 31, 2011. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same terms and conditions as the initial term unless either party provides the other with written notice of nonrenewal at least sixty (60) days prior to the end of the initial term or of any renewal term. (The initial term and any subsequent term shall be referred to in this Agreement collectively as the "Term".)

Willis

Either party may terminate this Agreement for material breach of the Agreement by giving the other party at least thirty (30) days advance written notice of termination specifying the nature and substance of the breach or breaches. Unless the other party remedies the breach or breaches within the notice period, or makes reasonable progress toward remedying the breach or breaches if complete remedy is not reasonably possible within the notice period, the Agreement shall automatically terminate at the end of the notice period.

Our obligation to render the Services under this agreement ceases at the end of the Term or on termination of the Agreement, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker which you designate. Claims and premium or other issues may arise after our relationship ends. Such items are normally handled by the insurance broker or consultant serving you at the time the claim or other issue arises. However, we are willing to consider providing services in these areas after the Term or termination of this Agreement for mutually agreed additional compensation.

VI. Other Provisions

During the Term of this Agreement and for a reasonable period thereafter, you may audit the records and accounts of WILLIS related to this Agreement, at your expense. You agree to give us reasonable advance written notice of any audit and to conduct the audit during normal business hours in a manner which is not unduly disruptive to our ongoing business.

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In

Willis

the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

This agreement supersedes any and all prior agreements between us regarding the insurance coverages and services set forth on Schedule A.

This Agreement shall be governed by and construed in accordance with the laws of the state in which our office is located and any dispute shall be resolved in the appropriate state or federal courts in such jurisdiction.

VII. Inquiries and Complaints

Thank you for choosing Willis as your professional insurance service provider. Your satisfaction is important to us. If you have complaints, please inform the person who handles your account. Alternatively, you may contact the head of our office. In the alternative, you may call 1-866-704-5115, the nationwide toll-free number which Willis has established for client feedback and complaints.

Willis

Willis of Greater Kansas, Inc.

Douglas County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Schedule A

SCOPE OF SERVICES

Services
<p>Strategic Planning</p> <ul style="list-style-type: none">• Assist in defining and prioritizing strategic health & welfare plan objectives• Assist in the evaluation of internal technical capabilities to determine increased/improved applications for administrative processes• Identify underperforming vendor relationship• Assess carrier/vendor customer service levels• Develop project action timelines• Periodic review of employee demographics• Assist in the development of an employee survey. Conduct survey and provide an executive summary detailing results• Discuss relevant benchmarking data
<p>Financial Analysis</p> <ul style="list-style-type: none">• Perform financial review and analysis of experience reports• Assess current funding arrangements for appropriateness and make recommendations as needed• Evaluate current costs of benefits versus effectiveness of plan design• Review managed care expense and administrative service fees (where applicable)• Analyze utilization data and cost containment results of medical management• Forecast projected benefit costs to include maximum exposure• Evaluate excess loss coverage• Prepare experience reviews as directed• Assist in developing appropriate employee contributions levels

Services
<p>Renewal</p> <ul style="list-style-type: none">• Analyze and negotiate renewals with vendors• Review vendor renewal methodology, experience data, and assumptions for accuracy and logic

Willis

- Compare vendor renewal with Willis projections
- Develop and present alternative plan designs and provisions with associated financial and member impact analysis
- Finalize program design, rates, and fees
- Prepare an accurate renewal document with recommendations for delivery to senior management (as needed)

Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Jointly determine list of vendors best suited to meet plan goals and objectives
- Perform pre-marketing evaluation of census data, network service areas, and administrative needs
- Evaluate carrier client support services
- Evaluate vendor financial ratings and accreditation
- Review provider network accessibility/employee match
- Perform critical analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits
- Assist in conducting finalist negotiations
- Prepare and submit a summary report with recommendations to management
- Assist in the notification of all bidders as to the final outcome

Services

Annual Enrollment

- Assist in the planning of employee meetings, round tables, and health seminars
- Provide guidance on delivering a comprehensive communication strategy
- Introduce workable technology solutions for communications and enrollment where appropriate
- Coordinate vendor sponsored communication material

Compliance

- Provide legislative updates as needed
- Provide access to ERISA attorneys for regulatory and compliance updates
- Review plan documents and summary plan descriptions for regulatory compliance from a non-legal perspective (client would need to retain legal advice)
- Provide access to periodic web casts compliance sessions

Account Management Services

- Serve as a liaison between the client and all insurance companies/vendors

Willis

- Monitor administrative process and assist in the smooth resolution of elevated issues
- Act as an employee/employer advocate in the resolution of ongoing claims issues
- Audit, confirm, and manage all changes in legal documents (contracts, policies, SPDs, etc.)
- Set and monitor vendor goals and performance and report findings at quarterly meetings
- Review plan performance as directed
- Review and provide guidance of diagnostic data
- Identify and monitor potential catastrophic claims
- Review large claims management activity
- Review network utilization