

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MARCH 30, 2011

4:00 p.m.

-Convene

-Proclamation to honor retiring Francisca Sierra for 34 years of devotion to Douglas County

-Minutes of January 5, January 10, January 19, January 26, February 16, February 23, March 2 and March 9, 2011.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 2010 Township Annual Reports (Debbie Sparkes);
- (c) Consider approval of 4-party agreement between KDOT, City of Lawrence, Douglas County, and Mercato developers concerning public road access to the north side of US-40 highway between K-10 highway and George Williams Way (Keith Browning);
- (d) Consider approval of Asphalt Supply Contract for 2011 maintenance season (Keith Browning);
- (e) Consider awarding contract for Project No. 2011-5 for deck repair and resurfacing for Route 458 bridge east of US-59 highway (Keith Browning); and
- (f) Review and Approve 7th Judicial District Juvenile Justice Authority Prevention, and Core Services Funding Application for FY 2012 (Pam Weigand)

REGULAR AGENDA

- (2) Presentation from Justine Burton, Executive Director of Stop Gap, Inc., a new agency offering services to adolescents leaving the foster care system.
- (3) Consider approval of radio upgrade for the City of Eudora radio tower site (Amanda Reusch)
- (4) Receive presentation and discuss the status of Project No. 2010-20,(Route 1055 (6th St.) from US-56 to Route 12) and provide direction as appropriate (Keith Browning)
- (5) Discuss study on long term facility needs for the Public Works Department (Keith Browning)
- (6) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:**
 - Fair Board (open),**
 - Lawrence-Douglas County Metropolitan Planning Commission 05/31/11;**
 - Property Crimes Compensation Board 04/30/11**
 - (c) Miscellaneous
 - (d) Public Comment

RECESS

6:35 p.m. meeting

- (7) Public Hearing on disposal of certain Douglas County property to The Black Jack Battlefield Trust
- (8) Adjourn

WEDNESDAY, APRIL 6, 2011

-Consider purchase of mowers for maintenance (Jackie Waggoner)

MONDAY, APRIL 11, 2011

9:00 a.m. Election Canvass

WEDNESDAY, APRIL 13, 2011

-Consider approving Comprehensive Plan Amendment, **CPA-2008-7**, amending Horizon 2020 to include

Chapter 16 – Environment. Adopt on first reading, **Joint Ordinance No. 8592/Resolution** for Comprehensive Plan Amendment (CPA-2008-7) amending Horizon 2020 to include Chapter 16 – Environment. (PC Item 4; approved 8-1-1 on 8/23/10) **AAM/MKM ACTION:** Approve Comprehensive Plan Amendment (CPA-2008-7) and adopt **Joint Ordinance No. 8592/Resolution No.** if appropriate.

WEDNESDAY, APRIL 20, 2011

4:00 p.m. –Meeting only

WEDNESDAY, APRIL 27, 2011

- Review and approve the Douglas County Community Corrections Comprehensive Plan Grant Application for 2012 & Review and Approve the Community Corrections Budget Summary and Narrative for 2012 (Ron Stegall)

WEDNESDAY, MAY 25, 2011 – Light Agenda

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.*



A PROCLAMATION TO HONOR Francisca Sierra

- WHEREAS:** Friends and co-workers would like to take this opportunity to honor Francisca Sierra for 34 wonderful years of service to Douglas County, Kansas.
- WHEREAS:** Francisca “Fran” Sierra began her journey with Douglas County on November 1, 1976 as the “Voice of Douglas County” where she handled all switchboard calls jointly for the City of Lawrence and Douglas County. Thousands of local residents have heard her voice first representing the police department, sheriff’s office, city hall, the recreation centers, District Attorney, District Court and Municipal Court among other departments.
- WHEREAS:** Fran is multi-talented and has worn many hats at Douglas County. In addition to switchboard operator for 18 years, Fran has worked as a computer technician for the Information Technology Department and most recently as administrative support to the Douglas County Correctional Facility for inmate services.
- WHEREAS:** Co-workers describe Fran as a loyal friend and employee everybody likes; a devoted Jayhawk fan who envisions March Madness Week as a long awaited vacation; a lady with a warm generous heart and a beautiful soul; and a sweet hardworking, dedicated individual who doesn’t mind being called “Franzola.”
- WHEREAS:** The patrons of Douglas County want to thank Fran for her dedication to Douglas County and its residents and wish her a thoughtful farewell for a much earned retirement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that we honor Francisca Sierra for her many outstanding accomplishments here at the County.

ADOPTED this 30th day of March 2011.

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

Jim Flory, Chairman

Mike Gaughan, Vice-Chair

Nancy Thellman, Member



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Budget

Douglas County Courthouse
1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5287 Fax (785) 838-2480
www.douglas-county.com

To County Commission
From Debbie Sparkes *DS*
Date 3/17/2011
Subject 2010 Township Annual Reports

Attached are summaries of the township annual reports for you to approve.

The annual reports are required per K.S.A. 80-410 and are to be examined and approved, per K.S.A. 80-304, by the Board of County Commissioners. A summary of the financial statement for each township has been published as required.

Using the township ledgers, canceled checks, bank statements and the revenue receipts from the County Treasurer, an annual report was done for each township. I have verified that they did not exceed their adopted budgets.

Thank you

1(b)

Township Summary - 2010

	Clinton	Eudora	Grant	Kanwaka	Lecompton	Marion	Palmyra	Wakarusa	Willow Springs	Total
Balance 1/1/10	50,731.38	328,898.68	75,237.28	61,573.85	68,232.13	132,151.59	137,268.32	39,875.02	188,979.87	1,082,948.12
Douglas Co Treasurer	148,013.91	522,969.72	207,192.96	501,997.69	310,718.59	323,605.75	557,850.21	1,158,205.50	354,082.23	4,084,636.56
Dg Co-Dust Palliative	1,128.00	3,835.80		528.00	240.00	1,569.00			1,800.00	9,100.80
Interest	258.44	522.56	125.69	424.66	1,218.18	373.65	712.28	810.21	1,351.61	5,797.28
Refunds,reimbursements	63.35	1,894.44	3,048.08	689.33	4,448.45		38,438.41	124,004.88	4,152.37	176,739.31
Entrance Fees,tubes,rock	1,069.50	428.50			2,460.40	3,207.51				7,165.91
Donations				3,300.75						3,300.75
Sale of Equipment	1,850.00									1,850.00
Township Hall Rental			27,700.00	300.00						28,000.00
FEMA					18,235.28	93,899.75	124,072.74		94,155.65	330,363.42
Transfer from General to Spec Equip	10,000.00			107,000.00		15,937.77	20,000.00			152,937.77
Transfer from Road to Spec Equip						6,727.80	10,000.00			16,727.80
Transfer from Fire to Fire Reserve							9,441.45			9,441.45
Total Receipts	162,383.20	529,651.02	238,066.73	614,240.43	337,320.90	445,321.23	760,515.09	1,283,020.59	455,541.86	4,826,061.05
Expenditures										
Wages	25,979.93	37,475.50	29,322.49	113,579.07	56,089.12	77,630.67	113,047.83	241,807.64	36,903.76	731,836.01
Payroll Taxes	12,537.09	16,634.01	9,864.03	228.79	19,267.74	30,255.00	41,898.93	111,270.18	13,348.61	255,304.38
Officer Meetings/Per Diem	2,438.28	3,600.00	7,095.60	14,500.00	10,650.00	2,400.00	15,430.53	10,800.00	9,600.00	76,514.41
Insurance,health & property	9,322.00	23,719.10	9,550.00	19,445.88	17,471.94	19,963.28	22,055.00	117,431.17	25,228.00	264,186.37
Medical Costs				5,928.00						5,928.00
Utilities	2,864.18	7,425.44	12,185.59	17,380.87	5,588.19	5,469.72	10,830.54	20,036.59	3,218.30	84,999.42
Supplies,parts,repairs	14,965.58	64,167.53	12,278.14	42,279.53	62,755.35	25,204.19	118,194.59	286,534.25	32,463.12	658,842.28
Hired Services	833.50	5,046.30	5,930.00	13,058.58	4,548.36	6,942.30	101,525.32	8,905.00	6,395.23	153,184.59
Fuel	10,999.54	20,874.50	12,369.15	18,523.56	23,969.60	26,338.98	53,592.88	46,190.84	24,881.42	237,740.47
Rock,tubes,culverts	43,162.08	90,477.52	37,158.22	136,996.89	94,554.50	80,339.30	124,188.59	191,493.05	154,361.06	952,731.21
Equipment	4,260.00	2,319.02	16,725.54	2,905.00	6,464.00	127,985.00	4,867.00	99,418.34	72,722.99	337,666.89
Loan Payments	42,581.62	68,931.09			18,915.75		22,515.78	115,636.80		268,581.04
Security System				16,948.35						16,948.35
Firemen pay		14,348.93					3,130.00			17,478.93
City of Lawrence-Fire Contract			105,000.00							105,000.00
Eudora Library		110,820.01								110,820.01
Transfer to Fire Reserve							9,441.45			9,441.45
Transfer to Special Equipment	10,000.00			107,000.00		22,665.57	30,000.00			169,665.57
Total Expenditures	179,943.80	465,838.95	257,478.76	508,774.52	320,274.55	425,194.01	670,718.44	1,249,523.86	379,122.49	4,456,869.38
Balance 12/31/10	33,170.78	392,710.75	55,825.25	167,039.76	85,278.48	152,278.81	227,064.97	73,371.75	265,399.24	1,452,139.79

2010

Clinton

TOWNSHIP ANNUAL REPORT

Summary

		General	Equipment Reserve	Total
RECEIPTS:				
Balance 1-1-10		50,731.38	0.00	50,731.38
Douglas Co Treasurer	tax payments	148,013.91		148,013.91
Dg Co Treas-reimb dust palliative	dust palliative	1,128.00		1,128.00
Interest on Checking	interest	258.44	0.00	258.44
Refunds	refund	63.35	0.00	63.35
Tubes & Culverts	reimbursements	1,069.50		1,069.50
Sale of backhoe & truck	miscellaneous	1,850.00	0.00	1,850.00
Transfer from General			10,000.00	10,000.00
TOTAL RECEIPTS		152,383.20	10,000.00	162,383.20
EXPENDITURES:				
Equipment	equipment payments	42,581.62		42,581.62
Snow Plow	equipment	4,260.00		4,260.00
Fuel	fuel	10,999.54		10,999.54
Hired Services	hire	833.50	0.00	833.50
Insurance	insurance	9,322.00	0.00	9,322.00
	mileage reimb	0.00		0.00
Payroll Withholdings	payroll taxes	12,537.09		12,537.09
Per Diem - Officer Meetings	per diem	2,438.28		2,438.28
Repairs	repairs	4,658.22	0.00	4,658.22
Road Materials	road materials	43,162.08		43,162.08
Supplies	supplies	10,307.36	0.00	10,307.36
Utilities	utilities	2,864.18	0.00	2,864.18
Wages	wages	25,979.93		25,979.93
Miscellaneous	miscellaneous	0.00	0.00	0.00
Transfer to Equipment Reserve		10,000.00		10,000.00
TOTAL EXPENDITURES		179,943.80	0.00	179,943.80
BALANCE 12-31-10		23,170.78	10,000.00	33,170.78

2010 Eudora TOWNSHIP ANNUAL REPORT

Summary

		General	Road	Fire	Library	Special Equipment	Total
RECEIPTS:							
Balance 1-1-10		101,423.91	98,543.82	24,407.98	5,205.51	99,317.46	328,898.68
Douglas Co Treasurer	tax collections	80,578.64	224,517.95	107,053.12	110,820.01	0.00	522,969.72
Dg Co Treas-reimb dust palliative	dust palliative	3,835.80	0.00	0.00	0.00	0.00	3,835.80
Interest on Checking	interest	522.56	0.00	0.00	0.00	0.00	522.56
Refunds	refund	0.00	0.00	0.00	0.00	0.00	0.00
Tubes & Culverts	reimbursements	428.50	0.00	0.00	0.00	0.00	428.50
Miscellaneous	miscellaneous	1,894.44	0.00	0.00	0.00	0.00	1,894.44
FEMA	FEMA	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from							
TOTAL RECEIPTS (w/o balance)		87,259.94	224,517.95	107,053.12	110,820.01	0.00	529,651.02
EXPENDITURES:							
Equipment	equipment payments	0.00	36,554.06	32,377.03	0.00	0.00	68,931.09
Equipment	equipment	0.00	0.00	2,319.02	0.00	0.00	2,319.02
Fuel	fuel	1,225.83	16,978.97	2,669.70	0.00	0.00	20,874.50
Hired Services	hire	2,700.00	0.00	2,346.30	0.00	0.00	5,046.30
Insurance	insurance	5,889.00	8,554.99	9,275.11	0.00	0.00	23,719.10
Meeting & Mileage	meeting & mileage	0.00	0.00	11,840.00	0.00	0.00	11,840.00
Payroll Withholdings	payroll taxes	15,997.78	636.23	0.00	0.00	0.00	16,634.01
Per Diem - Officer Meetings	per diem	3,600.00	0.00	0.00	0.00	0.00	3,600.00
Repairs	repairs	3,892.50	24,173.14	2,367.76	0.00	0.00	30,433.40
Road Materials	road materials	0.00	90,477.52	0.00	0.00	0.00	90,477.52
Supplies	supplies	4,955.69	6,015.22	19,263.22	0.00	0.00	30,234.13
Utilities	utilities	5,587.12	0.00	1,838.32	0.00	0.00	7,425.44
Wages	wages	0.00	36,680.79	794.71	0.00	0.00	37,475.50
Fire Chief	fire chief	0.00	0.00	1,279.88	0.00	0.00	1,279.88
Assistant Fire Chief	asst chief	0.00	0.00	1,229.05	0.00	0.00	1,229.05
Eudora Library	Eudora Library	0.00	0.00	0.00	110,820.01	0.00	110,820.01
City of Eudora	City of Eudora	3,500.00	0.00	0.00	0.00	0.00	3,500.00
Transfer to Special Equipment							0.00
TOTAL EXPENDITURES		47,347.92	220,070.92	87,600.10	110,820.01	0.00	465,838.95
BALANCE 12-31-10		141,335.93	102,990.85	43,861.00	5,205.51	99,317.46	392,710.75

2010 GRANT TOWNSHIP ANNUAL REPORT

Summary

	General	Community Center
<u>RECEIPTS:</u>		
Balance 1-1-10	49,193.11	26,044.17
Douglas Co Treasurer	207,192.96	
Dg Co Treas-reimb dust pallative	0.00	
Interest on Savings	125.69	
Refunds	1,690.00	
Tubes & Culverts	0.00	
Miscellaneous	1,358.08	
Rent on building		27,700.00
TOTAL RECEIPTS	259,559.84	53,744.17
<u>EXPENDITURES:</u>		
Equipment	16,725.54	
Fire Contract City of Lawrence	105,000.00	
Fuel	12,369.15	
Hired Services	330.00	5,600.00
Insurance	6,394.00	3,156.00
Mileage Reimbursement	49.91	
Payroll Withholdings	9,864.03	
Per Diem - Officer Meetings	7,095.60	
Repairs	2,715.48	8,369.51
Road Materials	37,158.22	
Supplies	1,143.24	
Utilities	1,515.08	10,670.51
Wages	29,322.49	
Miscellaneous		
TOTAL EXPENDITURES	229,682.74	27,796.02
BALANCE 12-31-10	29,877.10	25,948.15

2010 Kanwaka TOWNSHIP ANNUAL REPORT

Summary

	General	Road	Fire	Special Equipment	Fire Contributions	Total
RECEIPTS:						
Balance 1-1-10	4,965.84			41,098.91	15,509.10	61,573.85
Douglas Co Treasurer	501,997.69			0.00	0.00	501,997.69
Dg Co Treas-reimb dust pallative	528.00			0.00	0.00	528.00
Interest on Checking	320.90			74.14	29.62	424.66
Refunds	558.63			0.00	0.00	558.63
Chili Feed Contributions	0.00			0.00	3,300.75	3,300.75
Miscellaneous	130.70			0.00	0.00	130.70
Township Hall Use	300.00			0.00	0.00	300.00
Transfer from General				107,000.00		107,000.00
TOTAL RECEIPTS (w/o balance)	503,835.92			107,074.14	3,330.37	614,240.43
EXPENDITURES:						
Equipment	0.00		2,905.00	0.00	0.00	2,905.00
Security System	11,427.75	2,890.30	2,630.30	0.00	0.00	16,948.35
Fuel	0.00	18,523.56		0.00	0.00	18,523.56
Hired Services	3,825.00	8,521.08	712.50	0.00	0.00	13,058.58
Insurance	19,445.88			0.00	0.00	19,445.88
Medical	0.00	5,928.00		0.00	0.00	5,928.00
Payroll Withholdings	228.79			0.00	0.00	228.79
Per Diem - Officer Meetings	14,500.00			0.00	0.00	14,500.00
Repairs	74.95	8,508.13	1,389.55	0.00	0.00	9,972.63
Road Materials	0.00	136,996.89		0.00	0.00	136,996.89
Supplies	1,158.40	17,912.84	13,235.66	0.00	0.00	32,306.90
Utilities	4,726.25	7,181.52	5,473.10	0.00	0.00	17,380.87
Wages	0.00	106,751.31	6,827.76	0.00	0.00	113,579.07
Miscellaneous	0.00			0.00	0.00	0.00
Transfer to Special Equipment	107,000.00					107,000.00
TOTAL EXPENDITURES	162,387.02	313,213.63	33,173.87	0.00	0.00	508,774.52
BALANCE 12-31-10	27.24			148,173.05	18,839.47	167,039.76

2010 Lecompton TOWNSHIP ANNUAL REPORT

Summary

		General	Road	Total
RECEIPTS:				
Balance 1-1-10		5,047.15	63,184.98	68,232.13
Douglas Co Treasurer	tax collections	35,703.39	275,015.20	310,718.59
Dg Co Treas-reimb dust palliative	dust palliative	240.00	0.00	240.00
Interest on Checking	interest	1,218.18	0.00	1,218.18
Refunds	refund	0.00	0.00	0.00
Tubes & Culverts	reimbursements	2,460.40	0.00	2,460.40
Miscellaneous	miscellaneous	1,148.45	3,300.00	4,448.45
FEMA - State of Kansas	FEMA	0.00	18,235.28	18,235.28
TOTAL RECEIPTS (w/o balance)		40,770.42	296,550.48	337,320.90
EXPENDITURES:				
Equipment	loan payments	0.00	18,915.75	18,915.75
Equipment	equipment	0.00	6,464.00	6,464.00
Fuel	fuel	0.00	23,969.60	23,969.60
Hired Services	hire	150.00	4,398.36	4,548.36
Insurance	insurance	16,640.71	831.23	17,471.94
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00
Payroll Withholdings	payroll taxes	12,896.70	6,371.04	19,267.74
Per Diem - Officer Meetings	per diem	7,900.00	2,750.00	10,650.00
Repairs	repairs	0.00	26,142.71	26,142.71
Road Materials	road materials	0.00	94,554.50	94,554.50
Supplies	supplies	2,052.77	34,559.87	36,612.64
Utilities	utilities	5,367.92	220.27	5,588.19
Wages & Labor	wages & labor	0.00	56,089.12	56,089.12
		0.00	0.00	0.00
Transfer to Special Equipment				0.00
TOTAL EXPENDITURES		45,008.10	275,266.45	320,274.55
BALANCE 12-31-10		809.47	84,469.01	85,278.48

2010

Marion

TOWNSHIP ANNUAL REPORT

Summary

		General	Road	Special Equipment	Total
RECEIPTS:					
Balance 1-1-10		743.00	21,031.67	110,376.92	132,151.59
Douglas Co Treasurer	tax collections	128,901.10	194,704.65	0.00	323,605.75
Dg Co Treas-reimb dust pallative	dust palliative	0.00	1,569.00	0.00	1,569.00
Interest on Checking	interest	373.65	0.00	0.00	373.65
Refunds	refund	0.00	0.00	0.00	0.00
Tubes & Culverts	reimbursements	1,882.63	1,324.88	0.00	3,207.51
Miscellaneous	miscellaneous	0.00	0.00	0.00	0.00
FEMA	FEMA	0.00	93,899.75	0.00	93,899.75
Transfer from				22,665.57	22,665.57
TOTAL RECEIPTS (w/o balance)		131,157.38	291,498.28	22,665.57	445,321.23
EXPENDITURES:					
Equipment	equipment payments	-2,000.00	0.00	0.00	-2,000.00
Equipment	equipment	0.00	129,985.00	0.00	129,985.00
Fuel	fuel	19,329.49	7,009.49	0.00	26,338.98
Hired Services	hire	6,702.30	240.00	0.00	6,942.30
Insurance	insurance	1,126.00	18,837.28	0.00	19,963.28
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00	0.00
Payroll Withholdings	payroll taxes	12,673.36	17,581.64	0.00	30,255.00
Per Diem - Officer Meetings	per diem	1,350.00	1,050.00	0.00	2,400.00
Repairs	repairs	90.00	1,246.27	0.00	1,336.27
Road Materials	road materials	19,767.04	60,572.26	0.00	80,339.30
Supplies	supplies	15,501.16	8,366.76	0.00	23,867.92
Utilities	utilities	4,558.48	911.24	0.00	5,469.72
Wages	wages	36,864.78	40,765.89	0.00	77,630.67
Miscellaneous	miscellaneous	0.00	0.00	0.00	0.00
Transfer to Special Equipment		15,937.77	6,727.80	0.00	22,665.57
TOTAL EXPENDITURES		131,900.38	293,293.63	0.00	425,194.01
BALANCE 12-31-10		0.00	19,236.32	133,042.49	152,278.81

2010 Palmyra Township Annual Report
Summary

		General	Road	Fire	Fire Reserve	Machinery	Total
Fund Balance	1/1/2010	21,900.37	31,129.13	328.36	27,741.01	56,169.45	137,268.32
Douglas County Treasurer	tax	96,061.87	393,607.24	68,181.10	0.00	0.00	557,850.21
Interest on Bank Accounts	interest	712.28	0.00	0.00	0.00	0.00	712.28
Reimbursements	reimb	27,176.39	10,760.02	502.00	0.00	0.00	38,438.41
FEMA	FEMA	0.00	124,072.74	0.00	0.00	0.00	124,072.74
Transfer from General		0.00	0.00	0.00	0.00	20,000.00	20,000.00
Transfer from Fire		0.00	0.00	0.00	9,441.45	0.00	9,441.45
Transfer from Road		0.00	0.00	0.00	0.00	10,000.00	10,000.00
Total Revenues		123,950.54	528,440.00	68,683.10	9,441.45	30,000.00	760,515.09
Wages	wages	305.55	112,742.28	0.00	0.00	0.00	113,047.83
Payroll Tax	payroll tax	16,420.42	25,478.51	0.00	0.00	0.00	41,898.93
Utilities	utility	6,535.00	0.00	2,861.79	1,433.75	0.00	10,830.54
Insurance	insurance	22,055.00	0.00	0.00	0.00	0.00	22,055.00
Supplies	supplies	7,098.46	9,337.44	20,540.40	0.00	0.00	36,976.30
Fuel	fuel	2,003.17	50,504.31	1,085.40	0.00	0.00	53,592.88
Fire Pay	fire chief	3,130.00	0.00	0.00	0.00	0.00	3,130.00
Hire	hire	1,165.00	100,360.32	0.00	0.00	0.00	101,525.32
Repairs	repairs	837.43	63,960.58	7,371.28	9,049.00	0.00	81,218.29
Road Materials	road materials	0.00	124,188.59	0.00	0.00	0.00	124,188.59
Per Diem	per diem	15,430.53	0.00	0.00	0.00	0.00	15,430.53
Equipment	equipment	0.00	0.00	4,867.00	0.00	0.00	4,867.00
Truck Payment	truck payment	0.00	0.00	22,515.78	0.00	0.00	22,515.78
		0.00	0.00	0.00	0.00	0.00	0.00
Transfer to Machinery		20,000.00	10,000.00		0.00	0.00	30,000.00
Transfer to Fire Reserve		0.00	0.00	9,441.45	0.00	0.00	9,441.45
Total Expenditures		94,980.56	496,572.03	68,683.10	10,482.75	0.00	670,718.44
Fund Balance	12/31/2010	50,870.35	62,997.10	328.36	26,699.71	86,169.45	227,064.97

2010 Budget 138,400.00 429,000.00 70,000.00

Total Expenditures less reimbursements 67,804.17 361,739.27 68,181.10

Wakarusa Township Annual Report 2010
Summary

	General	Special Road	Total	General	Road	Fire
RECEIPTS:						
Balance 1-1-10	792.67	39,082.35	39,875.02			
Douglas Co Treasurer	1,103,701.94	54,503.56	1,158,205.50			
Interest on Checking	774.85		774.85			
Interest on Savings	35.36		35.36			
Rocks, tubes, reimbursements, refunds	124,004.88		124,004.88			
John Deere Credit-Lease Purchase Dump Truck			0.00			
Deposit - Insurance Settlement 2001 Broce Sweeper			0.00			
TOTAL RECEIPTS	1,229,309.70	93,585.91	1,322,895.61			
EXPENDITURES:						
Wages	241,807.64		241,807.64		131,095.18	110,712.46
Withholdings	111,270.18		111,270.18	310.18	64,223.32	46,736.68
Per Diem	10,800.00		10,800.00	10,800.00		
Insurance/Bond	117,431.17		117,431.17	61,237.00	27,730.52	28,463.65
Medical Expenses	0.00		0.00			
Utilities	20,036.59		20,036.59		6,212.67	13,823.92
Hired services	8,905.00		8,905.00	7,800.00	1,105.00	
Salt/Sand	26,825.41		26,825.41		26,825.41	
Salt Bunker	0.00		0.00			
Supplies, repairs, parts, misc.	268,048.22		268,048.22	773.93	230,902.37	36,371.92
Supplies: Asphalt	0.00		0.00			
Lease Purchase-Dump Truck	8,905.07		8,905.07		8,905.07	
Lease Purchase-Truck Bed	0.00		0.00			
Lease Purchase-Truck	71,903.44		71,903.44		14,508.81	57,394.63
Loan Payment: Loader	23,107.53		23,107.53		23,107.53	
Road Material	47,003.99		47,003.99		47,003.99	
Road Grader Payment	0.00		0.00			
Rock	117,663.65		117,663.65		117,663.65	
Equipment	99,418.34		99,418.34	25,600.00	49,562.97	24,255.37
Fuel	46,190.84		46,190.84		38,423.67	7,767.17
Payment Deere Credit-Tractor/Mower	11,720.76		11,720.76		11,720.76	
Rentals	17,752.94		17,752.94		252.94	17,500.00
Training	733.09		733.09			733.09
Bonds	0.00		0.00			
Buildings	0.00		0.00			
TOTAL EXPENDITURES	1,249,523.86	0.00	1,249,523.86	106,521.11	799,243.86	343,758.89
BALANCE 12/31/10	20,214.16	93,585.91	73,371.75			

**Willow Springs TOWNSHIP
2010 ANNUAL REPORT**

Summary

		General	Total
RECEIPTS:			
Balance 1-1-10		188,979.87	188,979.87
Douglas Co Treasurer	tax payment	354,082.23	354,082.23
Dg Co Treas-reimb dust pallative	dust palliative	1,800.00	1,800.00
Interest on Checking	interest	1,351.61	1,351.61
Refunds	refund	0.00	0.00
Reimbursements	reimbursements	4,152.37	4,152.37
Miscellaneous	miscellaneous	0.00	0.00
FEMA	fema	94,155.65	94,155.65
TOTAL RECEIPTS		455,541.86	455,541.86
EXPENDITURES:			
Equipment	equipment	72,722.99	72,722.99
Fuel	fuel	24,881.42	24,881.42
Hired Services	hire	6,395.23	6,395.23
Insurance	insurance	25,228.00	25,228.00
Mileage Reimbursement	mileage reimb	254.98	254.98
Payroll Withholdings	payroll taxes	13,348.61	13,348.61
Per Diem - Officer Meetings	per diem	9,600.00	9,600.00
Repairs	repairs	5,234.86	5,234.86
Road Materials	road materials	154,361.06	154,361.06
Supplies	supplies	26,973.28	26,973.28
Utilities	utilities	3,218.30	3,218.30
Wages	wages	36,903.76	36,903.76
Miscellaneous	miscellaneous		0.00
TOTAL EXPENDITURES		379,122.49	379,122.49
BALANCE 12-31-10		265,399.24	265,399.24

MEMORANDUM

To : Board of County Commissioners

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

Date : March 24, 2011

Re : Consent Agenda approval of KDOT 4-party agreement
Revisions in access to US-40 highway associated with Mercato development
North side of US-40 between K-10 and George Williams Way

The City of Lawrence has annexed the area on the north side of US-40 highway (West 6th Street) between K-10 highway and George Williams Way. Road construction in this location for a planned development named "Mercato" will change existing public road access to US-40.

Currently, E 902 Road intersects the north side of US-40 approximately 300 feet east of the northbound on-ramp to K-10. The Mercato development will involve eradicating the existing E 902 Road intersection and constructing a new public road ("Mercato Lane") access approximately 950 feet east of the E 902 Road intersection. The Mercato Lane intersection with US-40 will allow only right turns in and out of the development. In addition to the Mercato Lane intersection, a new public road system within the development will connect E 902 Road with George Williams Way. Turns are not restricted at the George Williams Way intersection with US-40.

Attached is a 4-party agreement between KDOT, City of Lawrence, Douglas County, and Mercato developers concerning road access to US-40 highway. Douglas County is involved since E 902 Road is a county road. Under terms of the agreement, Douglas County would allow closure of the E 902 Road intersection with US-40. The agreement stipulates the developers must construct the Mercato Lane access to US-40 and a public road connecting E 902 Road to George Williams Way prior to removing the E 902 Road intersection with US-40. Therefore, the several properties north of the city limits that are accessed by E 902 Road will continue to have access to US-40 with unrestricted turns.

Action Required: Consent Agenda approval of 4-party agreement between KDOT, City of Lawrence, Douglas County, and Mercato developers concerning public road access to the north side of US-40 highway between K-10 highway and George Williams Way.

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2011, between the Secretary of Transportation for the State of Kansas, for and in the name of the State of Kansas, hereinafter referred to as “Secretary,” the City of Lawrence, Kansas, hereinafter referred to as “City,” the Board of County Commissioners of Douglas, Kansas, hereinafter referred to as “County,” and TAT Land Holding Company, L.L.C, a Kansas limited liability company, SOJAC Land Company, L.L.C., a Kansas limited liability company, JDS Kansas, L.L.C., a Kansas limited liability company, Kentucky Place, L.L.C., a Kansas limited liability company, Venture Properties, Incorporated, a Kansas corporation, and Scotsdale Properties, L.L.C, a Kansas limited liability company, hereinafter collectively referred to as “Mercato,” The Secretary, City, County, and Mercato are collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Secretary is the legal owner of record in certain real property interests (hereinafter referred to as the “Access Opening”) situated in Lawrence, Douglas County, Kansas. Said real property interests are legally described as follows, to-wit:

RIGHT OF ACCESS to and from the abutting public highway over and across a line in the Southwest Quarter of Section 29, Township 12 South, Range 19 East of the 6th P.M., Douglas County, Kansas, described as follows: Commencing at the Southeast corner of said Quarter Section; thence on an assumed bearing of South 88 degrees 04 minutes 36 seconds West, coincident with the South line of said Quarter Section, 840.13 feet; thence North 01 degree 55 minutes 24 seconds West, perpendicular to said South line, 121.15 feet to the Northerly right of way line of U.S. Highway No. 40 and the POINT OF BEGINNING; FIRST COURSE, thence North 86 degrees 31 minutes 32 seconds West, coincident with said Northerly right of way line, 60.27 feet to the POINT OF TERMINATION.

WHEREAS, the County is the owner of a certain public road that intersects with westbound US-40 (hereinafter referred to as “WB US-40”) in Douglas County, Kansas in the vicinity of the westbound Kansas Highway Ten (hereinafter referred to as “K-10”) entrance ramp. Said public road is commonly referred to as and hereinafter referred to herein as “E. 902 Road”;

WHEREAS, Mercato is the owner of certain real property interests (hereinafter referred to as “Mercato Property”) in the vicinity of the Access Opening and E. 902 Road; and

WHEREAS, it will benefit all Parties herein to close and eradicate E. 902 Road intersection with WB US-40 and permit the construction of a new public road that is within the city limits of the City, is owned by the City, and is within the Access Opening.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I—THE SECRETARY AGREES:

1. To permit the City to use the Access Opening for a public road (hereinafter referred to as “Mercato Lane”) via a duly issued Highway Permit for Highway Access (D.O.T. Form 309) (“Access Permit”).
2. To revoke any expressed or implied access permit allowing E. 902 Road to intersect with WB US-40.
3. To duly issue a Highway Permit for Use of Right-of-Way (D.O.T. Form 304) for the removal and eradication of the E. 902 Road intersection with WB US-40. Said removal and eradication shall be done pursuant to those terms set out in Article IV, paragraph one (1).

ARTICLE II—THE CITY AGREES:

1. To duly issue all permits to Mercato to construct Mercato Lane within the Access Opening. It is understood that any permit granted by the City shall be subject to Construction Plans approved by the Secretary and the City. It is further understood that Mercato will construct Mercato Lane pursuant to the terms set forth Article IV, paragraph two (2).
2. To release, acquit, hold harmless, and forever discharge the Secretary and the Secretary’s successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as “Liability”), arising out of or in connection with the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary.

ARTICLE III—COUNTY AGREES:

1. To allow for the legal closure of the intersection of E. 902 Road and WB US-40. It is understood that Mercato will be responsible for the eradication of said intersection as set forth in Article IV, paragraph one (1).
2. To release, acquit, hold harmless, and forever discharge the Secretary and the Secretary's successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as "Liability"), arising out of or in connection with the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary.

ARTICLE IV—MERCATO AGREES:

1. To pay all costs and perform all labor associated with the closure of E. 902 Road intersection with WB US-40. This shall include the removal and eradication of E. 902 Road insofar as it is not needed for the construction or improvement of any platted public road through the development process of the Mercato Property. Furthermore, Mercato shall restore the former road bed of E. 902 Road and adjacent area disturbed by the said removal and eradication to a condition equal to or better than the real property adjacent to the former road bed. This shall include but not be limited to grading and establishing a grass cover. It is understood that the Secretary shall be the party to grant final approval as to the work performed pursuant to this paragraph and within the Secretary's right-of-way. It is further understood and agreed that Mercato shall not commence construction to remove and eradicate E. 902 Road intersection with WB US-40 until after (i) the construction of Mercato Lane is completed; and (ii) said construction satisfies Article IV, paragraph three (3).
2. To pay all costs and perform all labor associated with the construction of the intersection of Mercato Lane and WB US-40. Said intersection shall be constructed pursuant to the construction plans submitted to and approved by the City and Secretary through the highway right-of-way permitting process.
3. As a condition precedent to the closure of E. 902 Road, Mercato agrees to develop a public road system to provide access to George Williams Way from those private properties lying north of the Mercato Property. Closure of E. 902 Road shall take place

after (i) the completion of the Mercato Lane intersection with WB US-40, and (ii) after the completion of a public road system that will tie the remaining portion of the E. 902 Road with George Williams Way. It is understood that the County shall be the party to grant final approval as to Mercato satisfying the foregoing conditions prior to removal and eradication of E. 902 Road. Moreover, immediately upon completion of Mercato Lane and a public road system that will tie in the remaining portion of the E. 902 Road with George Williams Way, as required herein, E. 902 Road intersection with WB US-40 shall be barricaded in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and the commencement with due diligence the eradication of E. 902 Road, pursuant to Article IV, paragraph one (1), shall begin within sixty (60) days). The Developer's compliance with the MUTCD shall be to the Secretary and the City's satisfaction.

4. To barricade Mercato Lane in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) until it is connected to the public road system, and the public road system tying in the remaining portion of the E. 902 Road with George Williams Way is completed and E. 902 Road intersection with WB US-40 is barricaded, as required in paragraph three (3) above.
5. To comply with all applicable laws, rules, ordinances, code, and/or regulations when performing or carrying out the terms of the Agreement.
6. To release, acquit, hold harmless, and forever discharge the Secretary, County, and City and their successors and assigns from any and all claims, demands, losses, damages, actions, causes of action or suits of any kind or nature whatsoever (collectively referred to as "Liability"), both known or unknown, to person and property, arising out of or in connection with Mercato's acts or omissions and the terms and performance of this Agreement, except to the extent such Liability is caused by the negligence of the Secretary, City, or County.

ARTICLE V—THE PARTIES AGREE:

1. The “Special Attachment No. 1” attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
2. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01) which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.
3. The final approved construction plans for **CITY PROJECT No. PW1018: MERCATO (6TH STREET, WEST OF GEORGE WILLIAMS WAY) GEOMETRIC IMPROVEMENTS CITY OF LAWRENCE, KANSAS** (referred to herein as “Construction Plans”) are hereby incorporated herein by this reference and made a part of this Agreement as if set forth at length herein.
4. That the Secretary and the City will be responsible for final inspection of the construction of the WB US-40 intersection with Mercato Lane. The Secretary and City reserve the right to request further work or request modification of existing work if either party discovers the construction is not in compliance with the Construction Plans.
5. That the Secretary has no further obligations or duties than those set forth in Article I herein.
6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.
7. Wherever used, singular shall include the plural, plural the singular, and use of any gender, including non-gender, shall include all genders. Words used in the present tense include past and future, and vice versa.
8. That this Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Access Opening, only a right and privilege to use said Access Opening.
9. This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement. All prior oral or written statements relating to the subject matter of this Agreement are merged into this written Agreement, and no promise or agreement not herein expressed has been made by the Parties. None of the provisions contained in the Agreement may be changed except by an instrument in writing signed by all of the Parties hereto.

10. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors and assigns.
11. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

[Signature Page Immediately Below.]

DRAFT

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

SECRETARY OF TRANSPORTATION:

I, Jerome T. Younger, P.E., Deputy Secretary for Engineering and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: _____
Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

DRAFT

CITY OF LAWRENCE, KANSAS:

By: _____
David L. Corliss, City Manager

DRAFT

DOUGLAS COUNTY, KANSAS:

BOARD OF COUNTY
COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

By: _____
Jim Flory, Chair

Date: _____

ATTEST:

By: _____
Jameson D. Shew,
Douglas County Clerk

DRAFT

MERCATO:

TAT LAND HOLDING COMPANY,
L.L.C.,
a Kansas limited liability company

By: _____
Thomas S. Fritzel, Manager

By: _____
Timothy B. Fritzel, Manager

SOJAC LAND COMPANY, L.L.C.,
a Kansas limited liability company

By: _____
William E. Fritzel, Manager

By: _____
John T. Stewart III, Manager

JDS KANSAS, L.L.C.,
a Kansas limited liability company

By: _____
James D. Schwada, President

KENTUCKY PLACE, L.L.C.,
a Kansas limited liability company

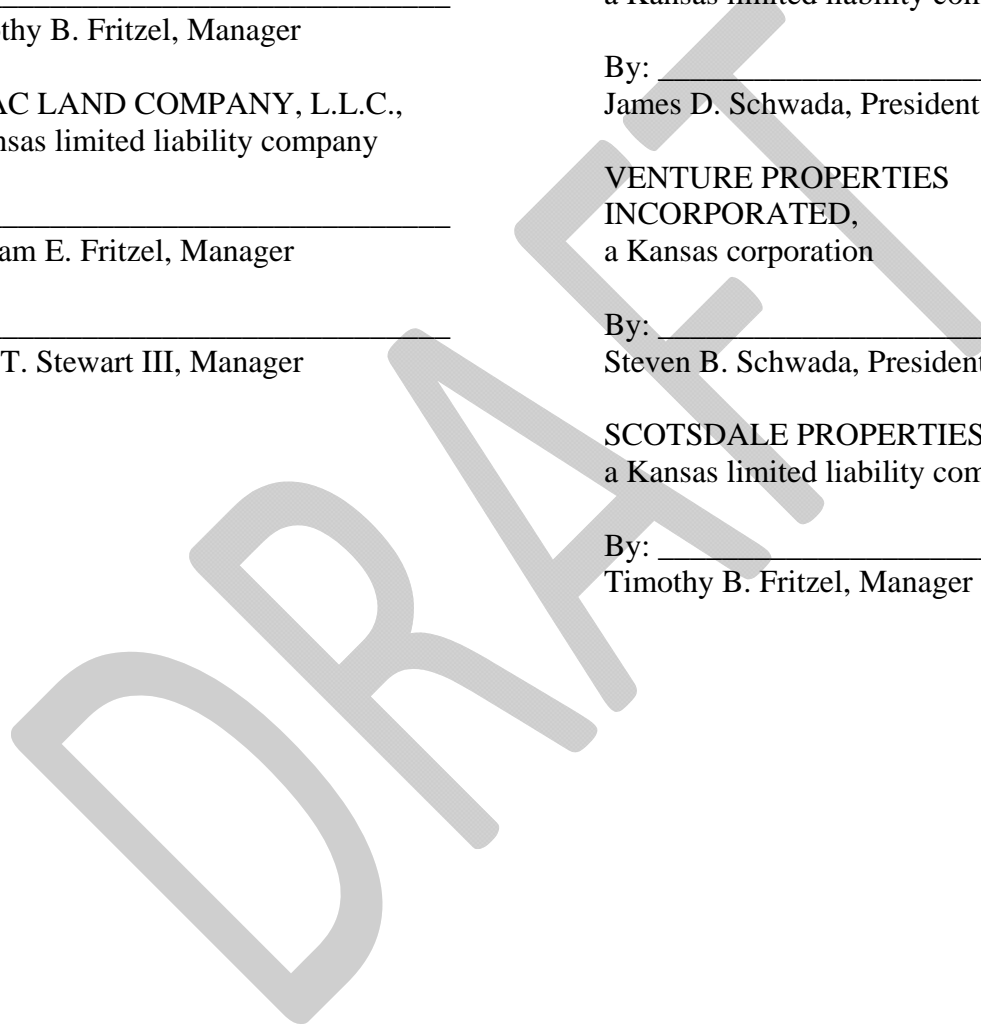
By: _____
James D. Schwada, President

VENTURE PROPERTIES
INCORPORATED,
a Kansas corporation

By: _____
Steven B. Schwada, President

SCOTSDALE PROPERTIES, L.L.C.,
a Kansas limited liability company

By: _____
Timothy B. Fritzel, Manager



KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

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

Nondiscrimination Clauses

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

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

MEMORANDUM

To : Board of County Commissioners

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

Date : March 23, 2011

Re : Approval of Asphalt Supply Contract for 2011 Maintenance Season (HMA)

Bids were opened on March 21st for the supply of hot mix asphaltic concrete material for use during the 2011 road maintenance season. We requested bids for varying ranges of quantities. The bid tabulation is attached.

This department recommends the BOCC accept the bid from Asphalt Sales of Lawrence for 5,001 – 8,000 tons of asphaltic concrete material at \$41.75/ton. We also recommend accepting the bid from Bettis Asphalt for 1,000 – 5,000 tons at \$43.20/ton. It is anticipated that a total of approximately 8,000 – 12,000 tons will be needed this year. Typically, we contract with a primary supplier for 5,001 – 8,000 tons and also with a secondary supplier for 1,000 – 5,000 tons. We do this to ensure we are able to get asphalt material if one plant is down or otherwise cannot supply the material.

It should be noted that Killough Construction is in Ottawa and the increased costs and lower production resulting from the longer hauls results in higher overall costs for this bidder. Please also note that Bettis now has an asphalt plant at their Big Springs quarry location. This is a convenient location for our surfacing needs in the western portion of the county.

Like the last few years, this year's contract includes a price adjustment factor tied to KDOT's Monthly Asphalt Price Index. The adjustment factor will increase/decrease the price for asphaltic concrete mix by \$0.50/ton for each \$10.00/ton increase/decrease in the Monthly Asphalt Price Index.

The 2011 budget for Road & Bridge Fund 201 has \$482,500 allocated for BM-2 hot mix asphaltic concrete.

Action Required: Approve contract with Asphalt Sales of Lawrence to supply 5,001 tons to 8,000 tons of BM-2 asphaltic concrete at the unit price of \$41.75 per ton, and approve contract with Bettis Asphalt to supply 1,000 tons to 5,000 tons at the unit price of \$43.20 per ton.

MEMORANDUM

To : Board of County Commissioners

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

Date : March 23, 2011

Re : Consider awarding contract for Project No. 2011-5
Deck repair and resurfacing for Rte. 458 bridge east of US-59 highway
Bridge No. 10.00N-13.32E

Bids were opened March 14 for the referenced project. The project entails milling, patching, and placing a silica fume overlay on the Route 458 bridge approximately 0.3 miles east of US-59 highway.

We received bids from six contractors as shown below (also see attached bid tabulation). The low bidder was Mill Valley Construction, Inc.

<u>Low Bidder</u>	<u>Total Bid</u>
Mill Valley Construction	\$45,759.75
Wildcat Construction	\$47,217.60
PCIRoads	\$54,863.10
Reece Construction Co.	\$56,737.30
Beachner Construction Co.	\$66,372.00
King Construction Co.	\$88,974.00
Engineer's Estimate	\$64,423.00

It is recommended to accept the low bid from Mill Valley Construction in the amount of \$45,759.75. Due to uncertainty over the amount of patching that will be required, I request authority to approve change orders totaling up to 10% of the bid amount. The CIP allocates \$150,000 for total project costs.

Action Required: Accept the low bid from Mill Valley Construction, Inc. and award a construction contract in the amount of \$45,759.75 for Project No. 2011-5, and authorize the Public Works Director to approve change orders up to 10% of the contract amount.

MEMORANDUM

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

FROM: Pam Weigand, Youth Services Director

SUBJECT: Review and Approve 7th Judicial District Juvenile Justice Authority Prevention, and Core Services Funding Application for FY 2012.

DATE: March 9, 2011

This year our JJA grant allocation was cut significantly, the Prevention program funds received a cut of (\$57,556) from last year's allocation of \$79,969.00. The new SFY 2012 allocation for prevention programs is \$22,413.00. We also received a cut in Graduated Sanctions funds (Tertiary programs, JIAC, JISP, and Case Management), our graduated sanctions allocation last year was \$612,288.00 our new allocation for SFY 2012 is \$557,345.00. This is a reduction of (\$54,943.00). The reduced graduated sanctions funding allocation essentially leaves us with enough money to fund the core programs JIAC, JISP, and Case Management which are statutorily required.

The Grant Review Committee and Douglas County Youth Services staff completed the initial grant review process for the Juvenile Corrections Advisory Board as they have in years past.

The grant review committee was notified after the grant interviews of the cuts to our allocation and reconvened to determine recommendations for distribution of the limited prevention funds remaining. Last year the judicial district was required to determine funding level priorities for each program, the priority levels were determined by looking at the districts greatest area of need(s) and opportunity to address measurable success toward the prevention of juvenile crime. Programs were determined to be on one of the following levels: A = Greatest need and opportunity to impact juvenile crime; B = Moderate need and opportunity to impact juvenile crime; and C = Lowest need and opportunity to impact juvenile crime. The grant review committee weighed those priority levels heavily in determining which agencies received the limited prevention funds available.

The Committee is recommending that five (5) local Prevention Programs receive **no** funding in FY 2012. The programs that are **not** recommended to receive funding in FY 2012 are as follows:

Boys and Girls Club or Lawrence – After School Program
Van Go Mobile Arts – Jobs in the Arts Make Sense Program
Can We Talk, Inc. – Can We Talk Program
Big Brothers and Big Sisters – Partnership with Youth Program
Community Living Opportunity – Family and Youth Intervention Program

The applicant agencies were notified of the Committee's preliminary funding recommendations on February 4, 2011.

The funding recommendations were reviewed and approved by the Douglas County Juvenile Corrections Advisory Board at their meeting on February 15, 2011.

An excel document outlining the grant review committees funding recommendations is attached for your review.

**7th Judicial District Juvenile Justice Authority
Funding Request Summary FY 2012**

Program Number	Applicant Agency	Program	FY 2011 Awarded	FY 2012 Requested	FY2012 Reduced	Funding Priority Level
P127-1	Bert Nash Mental Health Center	Working to Recognize Alternative Possibilities	\$21,000.00	\$21,000.00	\$13,224.00	A
P127-2	Boys and Girls Club of Lawrence &	After School Programming	\$33,710.00	\$47,124.00	\$0.00	C
P127-3	K.U. Center for Research Inc.	KU Truancy Prevention and Diversion Program	\$14,406.00	\$14,840.00	\$9,189.00	A
	Unified School District 348 (Baldwin)	Tutoring for Success(High School)	\$0.00			
	Unified School District 348 (Baldwin)	Bulldog Den (Jr. High)	\$0.00			
P127-7	Van Go Mobile Arts	Jobs in the Arts Make Sense (JAMS)	\$5,791.00	\$15,000.00	\$0.00	B
	Unified School District 348 (Baldwin)	Math & Reading Support (MARS) Baldwin Elem.	\$0.00			
	Unified School District (Eudora)	RAMP Reading & Math Program Eudora West Elem.	\$0.00			
P127-11	K.U. Center for Research Inc.	Can We Talk - Mentoring Initiative	\$5,062.00	\$12,444.00	\$0.00	B
Primary /Secondary Prevention Programs Sub Total			\$79,969.00	\$110,408.00	\$22,413.00	
			2012 Allocation		22,413.00	
GS127-4	Big Brothers Big Sisters	Partnership with Youth	21,998.00	22,520.00	\$0.00	C
	Douglas County Citizen Review Board	JO-CRB	\$0.00			
GS127-6	Community Living Opportunities	FYI	\$28,250.00	\$28,250.00	\$0.00	A
GS127-7	Van Go Mobile Arts	Jobs in the Arts Make Sense (JAMS)	\$7,326.00	see above	\$0.00	B
Tertiary Prevention Programs Sub Total			\$57,574.00	\$50,770.00	\$0.00	
			2012 Allocation		\$0.00	
GS127-1	The Shelter Inc.	Juvenile Intake and Assessment (JIAS)	\$170,583.00	\$170,583.00	\$171,372.00	30%
GS127-2	Douglas County Youth Services	Juvenile Intensive Supervised Probation (JISP)	\$254,379.00	\$254,379.00	\$255,589.00	46%
GS127-3	Douglas County Youth Services	JJA Case Management	\$129,752.00	\$129,752.00	\$130,384.00	24%
Core Services Sub Total			\$612,288.00	\$554,714.00	\$557,345.00	
			2012 Allocation		\$557,345.00	
			Total Allocation		\$579,758.00	
7th JUDICAL DISTRICT TOTAL			\$692,257.00	\$665,122.00	\$579,758.00	

Funding Priority Level

Last year we established Funding Priority Levels for each program we funded in the district.

The priorities were determined by the districts greatest area of need(s) and opportunity to address measurable success toward the prevention of juvenile crime.

A = Greatest need and opportunity to impact juvenile crime

B = Moderate need and opportunity to impact juvenile crime


C = Lowest need and opportunity to impact juvenile crime

Juvenile Justice Authority FY2012 Judicial District Prevention and Graduated Sanctions Block Grant Funding

I. ADMINISTRATIVE COUNTY SECTION

Instructions: One page per JD. Be sure to print the BOCC Chairperson name as well as obtain his/her signature and the date of signature. All four sections must be complete, using format shown.

A. Administrative County Officials Signature Page

A. Board of County Commission	B. Administrative Contact
Administrative County: <u>Douglas County</u>	Name/Title: <u>Pam D. Weigand</u>
Mailing address: <u>Douglas County Courthouse 1100 Massachusetts Street</u>	Agency: <u>Douglas County Youth Services</u>
City, zip: <u>Lawrence, KS 66044</u>	Mailing address: <u>330 Industrial Lane</u>
Telephone: <u>(785) 832-5268</u>	City, zip: <u>Lawrence, KS 66044</u>
Fax: <u>(785) 832-5148</u>	Telephone: <u>(785) 331-1311</u>
E-mail: _____	Fax: <u>(785) 331-1304</u>
Judicial District #: <u>7th</u>	E-mail: <u>pweigand@douglas-county.com</u>
County Employer ID #: <u>48-6033538</u>	Signature/Date: _____
Printed Name of BOCC Chair: _____	(Administrative Contact)
Signature/Date: _____ (BOCC Chair)	
C. Juvenile Corrections Advisory Board	D. Financial Officer of Administrative County
Name: <u>Melissa Boisen</u>	Name: <u>Sarah Plinsky</u>
Title: <u>Community Volunteer/ Child Advocate</u>	Title: <u>Assistant County Administrator</u>
Mailing address: <u>3728 Overland Ct.</u>	Mailing address <u>Douglas County Courthouse 1100 Massachusetts Street</u>
City, zip: <u>Lawrence, KS 66049</u>	City, zip: <u>Lawrence, KS 66044</u>
Telephone: <u>(216) 533-0109</u>	Telephone: <u>(785) 832-5329</u>
Fax: <u>N/A</u>	Fax: <u>(785) 832-5320</u>
E-mail: <u>mboisen@sprint.blackberry.net</u>	E-mail: <u>splinsky@douglas-county.com</u>
Signature/Date: <u></u> (JCAB Chair)	Signature/Date: _____ (Fiscal Officer)

Submission of the application packet and signature by county officials serves as certification to JJA that the application is complete; all submitted program requests were reviewed and those review documents remain on file for review; all applicable laws, standards, Financial Rules and Guidelines for Grantees requirements and grant conditions are being adhered to by the Administrative County and their sub-grantees; the Financial Rules and Guidelines for Grantees and any training necessary have been provided to each sub-grantee by the Administrative County.

StopGap Inc. Program

The Issue at Hand...

For adolescents that leave the foster care system, the amount of resources and opportunities are minimal upon exiting. Most will not possess basic life skills or the knowledge of how to survive on their own. While foster care can be of assistance in some cases, it is by no means a cure-all.

Several of these youth have encountered physical, emotional and sexual abuse, and neglect both within their foster care homes in addition to their biological family environment. Because of these heinous acts of abuse, subsequently, youths become combative, withdrawn, forced to run away from home, kicked out of the house, or thrown into the foster care system. Therefore, these children construct a wall of fear, distrust and anger that can lead to mental and emotional disorders. Unfortunately, the courts relinquishes these youths lives to those who profess to love and want to protect them but, in some cases, have deceived and violated their trust in the worse possible way.

Regardless of the reason for leaving the system, those who are exiting face the possibility of being introduced to drugs, alcohol, and other criminal activities just to survive being on the streets. As a result, more experienced individuals may potentially exploit these children. Such consequences that can arise may include addiction to drugs or alcohol, forced/voluntary prostitution, or the conviction or arrest of a crime. Nevertheless, the ultimate sacrifice some pay for being on the street is death.

An In-Depth Look at the Statistics with Youth in Foster Care

The statistics and research that has been conducted with a focus on youth that age out of foster care is overwhelming. While some positive outcomes have been found during studies, a lot of the results continuously and consistently present the issue with the lack of preparation, guidance, and resource availability to youth who are exiting the system. The following is a compilation of statistics and studies that has been researched to support the structure and design of StopGap Inc. with this research, it is our goal to structure a program that can provide what is lacking from the system to give youth who are leaving the foster care system a chance to excel and succeed in life and their future endeavors.

National statistics

According to Foster Culture 2008 Online¹, there are more than 500,000 children and youth in foster care in the U.S. during a calendar year. Out of those 500,000, Approximately 20,000 youth will “age out” or are emancipated from foster care each year. As many as 50% of all former foster /probation youth become homeless within the first 18 months following their emancipation. Research has also found that twenty seven percent (27%) of the homeless population has spent time in foster care. Fifty-eight percent (58%) of all young adults that are accessing federally funded youth shelters in 1997 had previously been in foster care. Even more alarming is that less than half of the former foster youth are employed 2.5-4 years after leaving foster care, and only 38% have maintained employment for at least one year. Youth in foster care are 44% less likely to graduate from high school and after emancipation, 40-50 percent never complete high school. Girls in foster care are six times more likely to give birth before the age of 21 than those who are in non-foster care environments. Sixty percent (60%) of women

who emancipate from foster care become parents within 2.5-4 years after exiting care. In addition, parents with a history of being in foster care are almost twice as likely to see their own children placed in foster care or become homeless, than with parents who have no such history.

Statistics in Kansas

The statistics in Kansas are just as alarming as the national statistics. For instance, according to the CWLA², in 2005 there were 24 Kansas children younger than 20 that committed suicide averaging out at a rate of 2.92 per 100,000 children. In 2006 there were 421 children that aged out of out-of-home care in Kansas. Also, 11% of people ages 18–24 were not enrolled in school, were not working, and had no degree beyond high school. Also in 2006, approximately 10,000 children between the ages of 12–17 in Kansas needed but had not received treatment for illicit drug use and approximately 16,000 children also in this age range needed but had not received treatment for alcohol use. Then in 2007, 7,000 Kansas teens between the ages of 16-19 were high-school dropouts and 6% of teens within that same age range were not enrolled in school and were not working.

It is important here to also note the statistics for the city of Lawrence, KS. This location is where this non-profit program will be operating. According to the U.S. Census for 2009³, the estimated population of Lawrence was 116,383. The general breakdown according to race and ethnicity is the following: 87% of the population is white; 4.3% black; 2.4% Alaskan natives and American Indian; 3.8% Asian; 0.1% Native Hawaiian and other Pacific Islander; 2.4% reporting two or more races; 4.0% of Latino and Hispanic origin; and White persons not Hispanic 83.6%.

Supporting Research for the Structure of the Program

The basic design structure of this program, as noted above, has been structured around research that professionals have conducted and dedicated their lives to in order to provide guidance to organizations that are striving to assist those who are exiting foster care.

Adolescents Exiting Foster Care

The obvious issue of concern is those who are exiting foster care. Research has shown that Approximately 20,000 adolescents leave the foster care system with the intention of living independently according to (Courtney, Terao, & Bost, 2004). Since access to resources and support are highly limited, those who are exiting the foster care system are at an increased risk of involvement with the juvenile and adult correctional systems. For instance, Courtney and colleagues (2004) found that in a representative sample of adolescents leaving the foster care system in three different Midwestern states, approximately 50% reported experiencing at least one juvenile arrest, around one-third reported at least one overnight stay in a juvenile detention facility, and approximately one-fifth reported that they had been convicted of at least one crime since aging out of foster care. Dependent youth are arrested more often throughout adolescence and begin offending at an earlier age when compared to youth who are not in foster care (Kelley, Thornberry, & Smith, 1997; Ryan & Testa, 2005; Zingraff, Leiter, Myers, & Johnsen, 1993).

Foster Care, Education, and Crime

Academic achievement and school engagement are associated with a variety of important outcomes, including high school graduation, college enrollment, career opportunities, job performance ratings, and future earnings. Children in foster care generally score lower on standardized tests. In addition, they are also more likely to be enrolled in special education. There is also a higher rate of being held back in at least one grade and changing schools (Burley & Halpern, 2001; Massachusetts Society for the Prevention of Cruelty to Children, 2005). In a study by Dworsky and Courtney (2005) on foster youth in Illinois, Iowa, and Wisconsin, it was found that more than one-third of adolescents that had exited foster care had neither a high school diploma nor a GED by the time they reached 19 years of age and of the 19-year olds who were no longer in the child welfare system, approximately 63% were not enrolled in school.

Foster Care, Substance Abuse, and Crime

In a recent national survey that was conducted by the Substance Abuse and Mental Health Services Administration (SAMHSA⁴) in 2005, those who had spent time in foster care were at a greater risk of substance abuse in comparison to children in the general population (34% vs. 22%). Furthermore, research has also found that white adolescents in foster care report the highest rates of both alcohol (41%) and drug (36%) use. In addition, it has been found that children with substance abuse problems and other health related problems are more likely to spend more time in foster care with inconsistency in placements and have lower rates of reunification with their families when compared to dependent children without such problems (Horwitz, Simms, & Farrington, 1994; Landsverk, Davis, Ganger, Newton, & Johnson, 1996; Newton, Litrownik, & Landsverk, 2000). Second, substance abuse is widely recognized as a criminogenic factor that increases the likelihood of delinquency among youths. Youth between the ages of 12-17 who report heavy use of either alcohol or drugs are at greatest risk and have significantly higher rates of engaging in delinquent behaviors that could lead to conviction or time in jail (SAMHSA⁴).

Independence or interdependence

Youth who are transitioning from foster care to a life independent of the child welfare system are an often overlooked population. As youth involved in the welfare system reach adolescence it becomes apparent that some birth families are not going to be a constant form of support for them and the care plan for the youth becomes a focus on independent living. The focus on fostering connections falls aside, and a new focus begins. The new focus is characterized as self-sufficiency. The youths that experience this particular shift from connection to “self-sufficiency” often describe the transition as harsh and shocking (McMillen, Rideout, Fisher, & Tucker, 1997). They describe feeling unprepared, insecure, and unsure of how to make the transition from being (at times, tenuously) connected to being dependent.

Many fail to successfully make the transition, which can be attributed to a lack of preparedness (McMillen et al., 1997).

The diversity in programming for transitioning youth across the nation is, in part, related to gaps in knowledge left by the inconsistent results of empirical studies, the lack of consistent scholarship, and inadequate funding (English, Kouidou-Giles, & Plocke, 1994; Mech, 1994). Conversely, the success of youth aging out of foster care requires careful scrutinizing of the very premise of independent living, the process of defining success, the method used to teach self-sufficiency, and the feasibility of societal expectations for these youth.

Independence refers to the degree that one relies on external resources. Therefore, to be independent suggests that one is not beholden to, influenced by, controlled by, or in need of support from others. Likewise, self-sufficiency reflects aspect of independence. Self-sufficiency refers to the ability for an individual to meet his or her own needs with out external assistance (Merriam Webster, 1999). Given these definitions, experience, research, and common sense indicate that being independent or self-sufficient is a myth at best and unhealthy at worst. Research has indicated that people who experience life without support are prone to loneliness, depression, and other poor mental health outcomes (Gaudin, Polansky, Kilpatrick, & Shilton, 1993; Lin & Dean, 1984; Parke, & Buriel, 1998; Polansky, Ammons, & Gaudin, 1985; Vilhjalmsson, 1993). Expectations of youth being self-sufficient prove to be unrealistic under this definition of success. Promoting the importance of self-sufficiency over connection, somehow conveying the idea that to need help is a sign of weakness, offering training on tangible over intangible skills, evaluating programs using only outcomes that are measurable; all these factors and others have created a false notion of success that excludes the voices of the youth who are served in this process.

This approach calls for a reconstructed definition of success for youth aging out of care; we call this new definition interdependent living. Interdependence is a blending of self-sufficiency and dependency and can be defined as “ a process of counting on other people to provide help in coping physically and emotionally with the experiences and tasks encountered in the world when one has not sufficient skills, confidence, energy, and time” (Stiver, 1991) p. 160). The first step in moving away from traditional approaches to independent living programming and practices requires a change in the definition of independent living, as well as a change in the attitudes, values, and beliefs that child welfare workers hold regarding the efficacy of youth. The notion of independent living is unrealistic (Stiver, 1991). The premise of living on one’s own devoid of assistance is not feasible. Healthy youth emancipating from any family rely on the help and support of others for advice, information, and a sense of connection (Barth, 1990; Wade, 1997).

To achieve this support and connection to the community requires skills of socialization that many youth in care have never learned or have lost through years of disconnection (Buchler et al., 2000). (Propp, Ortega & NewHart 2003) Therefore, these skills may not be emphasized programs for youth aging out of the system whose driving philosophy is independent living. A more realistic standpoint for working with youth emancipation from care is one of interdependent living. Focusing on interdependence cultivates and encourages connectedness of youth to others in their community. This focus requires programs to be more community based and to emphasize skills that help youth achieve

this kind of connection. In this approach collaboration and connection become not just skills that are taught to youth but are the very foundation of practicing with emancipating youth.

Move to an Empowerment Model of Practice

The focus of this model includes an emphasis on and development of the attitudes, values, and beliefs about the youth's self-efficacy (Parsons et al., 1998). Believing that youth are competent, have strengths and are able to participate in decisions related to their lives will reshape practice. The inclusion of youth in the creation of interdependent living training increases the likelihood that the skills will actually apply to them. Caseworkers will act to involve significant adults in the child's life and his or her decision-making processes while simultaneously serving as resource consultants, sensitizers to self-awareness, and teacher-trainers (Propp, Ortega & NewHart 2003). The collective experience will allow for validation of feelings through the recognition of shared experiences (Parsons et al.). These experiences can help normalize fears and concerns for youth, helping to reduce behaviors that may sabotage emancipation from the child welfare system.

The final aspect of an empowerment approach is a focus on reconnecting oppressed and marginalized persons with a sense of power (Parsons et al., 1998). Youth need to assess and address the barriers in society that lead to their own disempowerment. This allows youth to not only benefit from positive change within the social system but to also experience the effects of taking action and regaining control over their current situation. Both individuals and society gain from action taken by youth to reach beyond their individual needs and effect change within oppressive systems (Nixon, 1997). The action may take many forms: Youth may serve as peer mentors of other youth; they may form youth advisory boards to serve as consultants; they may become involved in legislative advocacy for issues such as tuition waivers for foster youth; or they may serve as technical consultants in the planning and development of interdependent-living training, programming and evaluation (Nixon, 1997).

The History of Independent Living

Foster youth aging out of care is a recent concern. It wasn't until the late 1970's and early 1980s that this issue finally began to draw attention because of the frequency at which emancipation became an outcome of foster care. During the 1980s it was estimated that adolescents in out-of-home care made up 40% to 50% of caseloads (Mech, 1994). Of these adolescents in care, only 5% were likely to be adopted. Additionally, the odds of reunification with their own families were less than 1 in 5 (Hornby and Collins 1981). Consequently, each year thousands of adolescents were discharged without a plan, resources or assistance and were completely unprepared for making their own way in life (Barth, 1990; Mech, 1994; Westat, 1991). The special problems, as the population of youth in out-of-home care began to grow included low self-esteem, poor school performance, homelessness, deviant behaviors, and contact with law enforcement, instability, and running away (Fanshel, Finch, & Grundy, 1989; Mech 1994).

Current State of Independent living

The number of older youth in care has had no dramatic change in the last fifteen years. It is estimated that in the United States there are 530, 912 children living in out-of-home care (Lindsey & Ahmed, 1999). Those in the child welfare community know little about the functioning of these youth once they leave care, and even less about program components that lead to successful outcomes. What is known is that there is an inherent tension between a permanency planning framework and the outcome of independent living. Therefore, growing a number of youth are aging out of foster care and are handicapped when preparing for the transition (Courtney, Piliavin, Grogan-Kaylor, & Nesmith, 2001).

Determining operationalizing outcomes for youth transitioning out of care is a complex task. How is success defined and measured? According to most studies, the ultimate measure of success is self-sufficiency (Iglehart, 1994: Lindsey & Ahmed, 1999: Mallon, 1998: Westat, 1991). Research provides a group of outcome indicators that typically are used to measure the tangible success of youth who transition out of care (Propp, Ortega & NewHart 2003).

Tangible versus Intangible Skills

In an effort to prepare youth for self-sufficiency, independent living programs provide a myriad of services including teaching youth a combination of tangible and intangible skills. Tangible skills are easily measured, concrete skills including education, vocation, job searching, locating housing, and consumer skills such as budgeting (English, Kouidou-Giles, & Plock, 1994: Mech, 1994: Iglehart, 1994). Intangible skills include less concrete and definable items such as decision-making, planning, communication, self-esteem, and social skills (English et al. 1994). However, because tangible skills are easier to define, teach, and measure, they seem to be the primary focus in most independent living programs. Intangible skill building is obviously more difficult to teach and often requires more experiential relationship building opportunities (Wade, 1997).

Promising Practices that lead to improved outcomes

Utilizing standardized assessments in order to tailor life skill preparation to youth's unique needs is a critical best practice strategy (English et al., 1994; Iglehart, 1994; Mech et al., 1994). The best means of preparing youth for life on their own and within communities is to ensure the opportunity for hands-on experience and real-world application of life skills, both tangible and intangible (Barth, 1990; Cook, 1994; Courtney et al., 2001; Mech et al., 1994).

Conclusion

With such a high number of youth that are exiting the system annually, there is clearly a need for programs to assist these individuals with transition into society. Currently, there is a lack of available resources and programs to assist those who are aging out of foster care. Given the research that has been presented, it is obvious that any program that is designed needs to be structured around each adolescent individually, with specific set guidelines to follow as well. Also, there is a need for a program that can provide life experiences such as interviews, job training, and educational guidance, counseling services, and mentoring in order to provide the basic skills needed in order to function in society. This is the general structure and focus for the design of StopGap Inc. Our goal is to construct a successful, functioning program that fulfills our mission and vision with openness to change certain aspects if needed to fit the requirements for those that will benefit from our program.

Involving youth in their own care, training, and emancipating process will help to combat the powerlessness and learned helplessness many feel after years in the system. However, as youth are provided opportunities to have more power over their own lives, to be in charge of their own case plans, and to make decisions about their own future, they will become more invested. The investment will provide the foundation for effective collaboration between youth and professionals. By utilizing an empowerment framework for working with transitioning youth, child welfare professionals are able to shed the role of expert and take on other more rewarding roles like coach, mentor, teacher, and collaborator. Through this relationship of collaboration, the youth and worker can work together to prepare youth for a life of interdependent living, a life rich with social support and community connections (Propp, Ortega & NewHart 2003).

The goal of StopGap Inc: StopGap, Inc is incorporated with 501(c)(3) status. We want to offer youth 16-21 that age-out of the foster care system a supervised 18-24 month intensive transitional living program in conjunction with community-based components to assist youth 16-21 with independent living skills, such as, budgeting, meal planning and preparation, maintaining housing, job preparedness, and education (GED) (vocational, and higher) which support them in claiming ownership of their life to become successful individuals.

Our Mission: *To Encourage, Empower, Engage, Strengthen, Support, Protect, and Promote youth aging-out of foster care in Douglas County.*

Our Vision: *To move youth from dependence to independence.*

In order to change this trajectory, our goal is to create an exchange of ideas with the Douglas County Courts, SRS, Foster Care agencies and the Douglas County School District on ways to communicate with those in foster homes and schools and present our information and services to youth before aging out of the system. This program will also provide a home that is based off of support, love and guidance. Furthermore, StopGap, Inc. proposes a shift to self-regulation, with built-in supports. We recognize that some youth do not have the necessary supports to make the choices for their educational/vocational goals.

Consequently, they resign themselves to accept what others determine they are capable (or incapable) of and proceed to function well below their ability. More to the point, they will function in an unfulfilled occupation that can lead to frustrations in other areas of their lives. For example, alcohol/drug abuse, loss of employment, and unhealthy relationships. Whether its higher education, vocational training, or employment, youth accepted into this program will have the acquired skills necessary to make the shift into the “adult world” upon completion. The essential supports will firmly be in place to guide them to a successful transition. In addition, treatment gains are more likely to be maintained as self-direction allows the youth to have more control over their environment, destiny, personal achievements, and life choices in a period where acquiring good decision-making skills are important. There is a growing recognition that intensive treatment targeted at youth, as they age out of foster care and sustained by the appropriate intensive care services can be an effective method in helping high-risk youth. Youth are defined here as individuals between the ages of 16-21, who are leaving the foster care system without adequate social skills, lack of knowledge in economic responsibilities, educational gaps, poor employment opportunity and most importantly, poor, if any, connection with the community.

Additionally, youth make progress while in residential treatment, but these gains dissipate when the youth leaves treatment. Moreover, sustaining a 12-month treatment plan will be a crucial component for the StopGap Inc.’s transitional living program. Improvements made now can be sustained by a 12-month intense treatment follow-up plan through case management, outpatient therapy, support groups, and educational support links. The StopGap Inc. approach supports a youth’s life choices in relation to educational, employment, vocational and use of services such as consultation with schools, community groups, and local businesses. Here are some of the key components with program structure:

- Assist individuals in daily problem solving.
- Improve social skills.
- Provide leisure time training.

- Promote health and wellness.
- Enhance personal relationships.
- Increase opportunities to access and engage in educational, vocational and employment opportunities.

Who Qualifies?

The length of the program will range anywhere from 18-24 months, depending on the individual. The accepting age range will be for youth between the 16-21 who will or have aged out of foster care. This program will have set program qualifications in order to participate and be accepted. When these specific requirements, are met by an individual, there will be a set of guidelines implemented that the participant will adhere to and complete in order to remain in the program. If an adolescent, who is accepted into the program, is unwilling to abide by the rules and not making strides toward completing their goals, then he/she will face termination from the program. Nevertheless, it is our guiding principle to ensure that services are available to all youth who exit foster care. For youths who choose not to participate in the program, we will provide services on an outreach basis.

In order to participate in the program, the youth must:

1. Be able to adhere to the rules of the program and have the willingness to learn and devise objectives to accomplish their vision.
2. Enroll/or be enrolled in school with a goal of obtaining a high school diploma, or enrolled in a GED program.
3. Have part-time or full-time employment.
4. Set measurable goals (researched).
5. Participate in community activities, i.e., volunteer, Habitat for Humanity, Big Brothers, Big Sisters, etc...
6. Actively participate in financial workshops and other counseling services to better prepare them for their transition to independence.
7. Zero tolerance for bullying of sexual orientation, disabilities, alcohol and drug use.
8. Each person will participate in meal planning and preparation.
9. Attend semi-annual meetings on, bullying, sexual education, abstinence, drug and alcohol abuse.

After an individual is accepted to the program, there will be a large amount of documentation and paperwork to fulfill. In addition, certain procedures such as a full medical checkup will be required to ensure that the participant is in good health, and if not, than the program directors will know and be able to assist the individual in receiving the treatment that he/she requires. Also, several assessments will be conducted throughout the duration of the program to track progress. Assessment will include:

1. Intakes.
2. Pre/post assessments to determine where they are, (entering the program and where they are after graduating from the program); i.e., level of ADL's, educationally, psychologically, emotionally, and physically.

3. Complete physicals.
4. Release of information forms, HIPAA info, release forms for email.
5. Medical records.
6. 12 month follow-up after graduating from program.

The program will accept 3-5 participants in the beginning, and as sustainability is reached and ensured participation will gradually increase to other housing facilities. Implementation of guidelines for the employees within the housing facility to reach maximum functionality and a safe, secure, loving environment will be as follows:

1. Internet access.
2. Program coordinator (Licensed master degree in social work).
3. (2) Licensed case managers (bachelors or masters in social work or related field).
4. Facility will operate 24/7.
5. 2-3 occupant assistants.
6. CMA (prn) if medication compliance is needed.
7. Instruct individuals on house maintenance and laundry.
8. Build partnerships with businesses that offer advancement opportunities.
9. Internal and external audits.
10. Collaborate with counselors in school district #497.
11. Assist with budgeting
12. Emergency Preparedness Manual
13. Emergency Assessment guidelines
14. Engage youth in facilitation of further educations, i.e., two year, four year or vocational college.
15. Self-advocacy
16. Adult mentoring and Peer-to-peer mentoring.
17. Employment preparation (interviewing, resume writing, attire, etc..)

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To: Douglas County Board of County Commissioners
County Administrator Craig Weinaug

From: Amanda Reusch
Interim Director
Douglas County Emergency Communications

Date: March 23, 2011

Subject: New Eudora Radio Tower Site

The 911 Board has asked that a new radio site for public safety communications be established in the City of Eudora to improve police/fire/medical radio communications as well as cover "dead spots" in and around that city.

This new site would provide three new 800 Mhz channels for use by law enforcement and two new VHF narrowband channels, one for the use by Eudora area fire departments and the one for use by LDCFM ambulance service. This site is also suitable for future expansion.

A radio coverage study and examination of the existing facility provided by TFMComm shows this to be a suitable site for our purpose.

This arrangement mirrors existing agreements with the City of Lawrence for our site in Lawrence and the City of Baldwin for our site in Baldwin.

The City of Eudora has agreed to provide the space in a city owned building located at 14 E 7th St, electrical service, climate control, and a tower on which to mount the antennae. Douglas County would provide and install the necessary radio equipment and back up emergency generator. The Eudora City Council approved this agreement in their March 14th, 2011 meeting.

The cost for this project will be approximately \$142,264.27 plus generator installation cost. The price should not exceed \$150,000.00. We would like to make this purchase off the Western States Contracting Alliance (WSCA) contract and waive the normal bid process.

The Douglas County 911 Advisory Board has recommended the use of the 911 fee fund account 232-20012. There are sufficient funds in this line item to support this purchase.

If you have any questions, please feel free to contact me.

Respectfully,

Amanda M. Reusch



Sales Quotation

www.tfmcomm.com
Acct Rep: LISA ROWLAND

Quotation #: 92931

TFM Comm Inc
125 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax : (785) 234-6848

Date: 3/23/2011
Quote Valid For :
30 Days

To: DOUGLAS CO EMG COMM CENTR
AMANDA REUSCH-INTERIM DIRECTOR
111 E 11TH SUITE 200
LAWRENCE KS 66044-0000
Telephone: (785) 832-5237
Fax:
Contact: JIM DENNEY

QTY:	ITEM #:	DESCRIPTION:	UNIT PRICE	TOTAL
BIMS AND LICENSE				
5	B1840	CENTRACOM GOLD INTERFACE	1,500.00	7,500.00
CONSOLE & BACK ROOM CONFIG INCLUDED				
1	*LABOR	TECH LABOR TO INSTALL BIMS	760.00	760.00
2 VHF, 3 800MHZ REPEATER LICENSES				
1	*FCC	FCC APPLICATION FEE	2,070.00	2,070.00
1	*TRAVEL	TRAVEL TIME	75.00	75.00

	Subtotal:	10,405.00
	Sales Tax:	0.00

Quotation Total: 10,405.00

Equipment:
Installation:
Terms:

Quote Notes:
QUOTE INCLUDES 1 FCC LICENSE TO INCLUDE 3 800MHZ AND 2 VHF REPEATERS IN EUDORA. BIM LABOR INCLUDES MOVE OF TIMER AND BIM CAGE CONFIG WITH CONSOLE PROGRAMMING.

Customer is responsible for all applicable sales tax and/or incurred shipping charges. It is the sole responsibility of the customer to have a valid FCC license for all two-way radio equipment.

CUSTOMER IS RESPONSIBLE FOR ALL FCC AND FREQUENCY COORDINATION FEES

The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by TFMComm Inc and the Client referred to within.

LEASE or INSTALLMENT PURCHASE CONTRACT: \$ _____ per MO. for _____ months.

Accepted By: Print: _____ Signed: _____



Sales Quotation

www.tfmcomm.com
Acct Rep: LISA ROWLAND

Quotation #: 92990

TFM Comm Inc
125 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax : (785) 234-6848

Date: 3/23/2011
Quote Valid For :
30 Days

To: DOUGLAS CO EMG COMM CENTR
AMANDA REUSCH-INTERIM DIRECTOR
111 E 11TH SUITE 200
LAWRENCE KS 66044-0000
Telephone: (785) 832-5237
Fax:
Contact: JIM DENNEY

QTY:	ITEM #:	DESCRIPTION:	UNIT PRICE	TOTAL
3	FG8063	OMNI 806-866 3DB GAIN FIBERGLA	144.00	432.00
2	*NSI	FG 3 DB FIBERGLASS VHF OMNI AN	245.00	490.00
3	*NSI	"THE DON" LABOR AND BOARD	1,724.00	5,172.00
600	LDF4-50A	COAX 1/2" ANDREW	2.55	1,530.00
16	L4TNF-PS	CONN 1/2' HELI NF	35.00	560.00
8	RRX4025A	ISB50LNC2 BULKHEAD ARREST	62.00	496.00
8	*NSI	15' 1/4" SUPERFLEX N-MALE TO N	179.00	1,432.00
3	DB493-A	ANTENNA YAGI FOR DON C.S.	140.00	420.00
13	SGL4-06B2	1/2' GROUND KIT	16.25	211.25
204673-16				
1	*NSI	WALL ENTRY WINDOW FOR COAX	192.00	192.00
2	UGBKIT-0412	GROUND BAR	125.00	250.00
32	463332	LUGS	4.78	152.96
TOWER MOUNTS				
5	DB5001	VHF SIDE MOUNT ASSY.	240.00	1,200.00
3	*TFMHW TOWER	HARDWARE FOR ANT ON TOWER YAGI	15.00	45.00
1	*MISC	MISC TIES, HARDWARE, MISC HARD	179.00	179.00
4	252147	BOOTS 3 EA.	32.00	128.00
1	*NSI	11317 WEATHERPROOF KIT	70.00	70.00
1	*LABOR	TECH LABOR INSTALL STATIONS &	7,460.00	7,460.00
1	*PRG	PROGRAM & STAGE REPEATERS & C.	819.00	819.00
1	*TRAVEL	TRAVEL TIME, 3 TRIPS ESTMATED	330.00	330.00
1	*FREIGHT	FREIGHT/SHIPPING	129.00	129.00



Sales Quotation

www.tfmcomm.com
Acct Rep: LISA ROWLAND

Quotation #: 92990

TFM Comm Inc
125 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax : (785) 234-6848

Date: 3/23/2011
Quote Valid For :
30 Days

To: DOUGLAS CO EMG COMM CENTR
AMANDA REUSCH-INTERIM DIRECTOR
111 E 11TH SUITE 200
LAWRENCE KS 66044-0000
Telephone: (785) 832-5237
Fax:
Contact: JIM DENNEY

QTY:	ITEM #:	DESCRIPTON:	UNIT PRICE	TOTAL
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Subtotal:	21,698.21
Sales Tax:	0.00

Quotation Total: 21,698.21

Equipment:
Installation:
Terms:

Quote Notes:
EUDORA SITE EQUIPMENT FOR 5 REPEATERS AND 3 DONS. CUSTOMER WILL HAVE SITE READY AND CABLE TRAYS INSTALLED.

Customer is responsible for all applicable sales tax and/or incurred shipping charges. It is the sole responsibility of the customer to have a valid FCC license for all two-way radio equipment.

CUSTOMER IS RESPONSIBLE FOR ALL FCC AND FREQUENCY COORDINATION FEES

The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by TFMComm Inc and the Client referred to within.

LEASE or INSTALLMENT PURCHASE CONTRACT: \$ _____ per MO. for _____ months.

Accepted By: Print: _____ Signed: _____



Sales Quotation

www.tfmcomm.com
Acct Rep: LISA ROWLAND

Quotation #: 92992

TFM Comm Inc
125 SW Jackson St.
Topeka, KS 66603-3311

Telephone: (785) 233-2343
Fax : (785) 234-6848

Date: 3/23/2011
Quote Valid For :
30 Days

To: DOUGLAS CO EMG COMM CENTR
AMANDA REUSCH-INTERIM DIRECTOR
111 E 11TH SUITE 200
LAWRENCE KS 66044-0000
Telephone: (785) 832-5237
Fax:
Contact: JIM DENNEY

QTY:	ITEM #:	DESCRIPTION:	UNIT PRICE	TOTAL
1400	LDF4-50A	COAX 1/2" ANDREW	2.55	3,570.00
5	RRX4025A	ISB50LNC2 BULKHEAD ARREST	65.00	325.00
10	L4TNF-PS	CONN 1/2' HELI NF	35.00	350.00
10	SGL4-06B2	1/2' GROUND KIT	16.25	162.50
2	YS1503	VHF YAGI ANTENNA	120.00	240.00
3	DB493-A	ANTENNA YAGI 800MHZ	140.00	420.00
5	*NSI	JUMPER 15' 1/4" SUPERFL M-M	179.00	895.00
5	*NSI	FEED THROUGH PROTECTOR COAX BO	29.00	145.00
2	UGBKIT-0412	GROUND BAR	125.00	250.00
5	*TFMHYAGI	HARDWARE FOR YAGI	129.00	645.00
1	*LABOR	TECH LABOR TO INSTALL C.S. TO	6,900.00	6,900.00
5	*PRG	PROGRAM & STAGE C.S.	290.00	1,450.00
1	*TRAVEL	TRAVEL TIME	150.00	150.00
1	*FREIGHT	FREIGHT/SHIPPING	129.00	129.00

Subtotal: 15,631.50
Sales Tax: 0.00

Quotation Total: 15,631.50

Equipment:
Installation:
Terms:

Quote Notes:
LEC LABOR AND INTEGRATION

Customer is responsible for all applicable sales tax and/or incurred shipping charges. It is the sole responsibility of the customer to have a valid FCC license for all two-way radio equipment.

CUSTOMER IS RESPONSIBLE FOR ALL FCC AND FREQUENCY COORDINATION FEES

The information in this quotation is PROPRIETARY & CONFIDENTIAL for use by TFMComm Inc and the Client referred to within.

LEASE or INSTALLMENT PURCHASE CONTRACT: \$ _____ per MO. for _____ months.

Accepted By: Print: _____ Signed: _____
Customer P/O: _____ Date: _____ Title: _____



CENTRAL
POWER SYSTEMS & SERVICES



SPRINGFIELD, MO/ WICHITA, GREAT BEND, LIBERAL, SALINA, COLBY, KS/ WOODWARD, OK

Zac Wegner
Central Power Systems and Services
MTU Onsite Energy
(816) 500-1244
zwegner@cpower.com



Proposal
For
30kW Natural Gas Generator

March 22, 2011

Douglas County Emergency Communications
Amanda Reusch

Central Power Systems and Services submits the following proposal for the project: **30kW Natural Gas**

MTU ONSITE ENERGY MODEL: (Qty - 1) - 30PGC6NLT1

E-Vantage# 227962

GENERATOR: 30 kW, 37.5 kVA
VOLTAGE: 120/208 ACV 3-Phase (P)
ENGINE: GM 4.3L, 60 Hz Gaseous, 1800 RPM

Standard Features Included:

Steel Sub Base, Battery Cables, Battery Box, Flex Fuel Connector, Oil Drain Extension, Lube Oil and Anti-freeze

Selected Model Features Included:

Isochronous Governor + / - .25%
2 (Two) Year / 3000 Hour Basic Standby Limited Warranty
130 Degree Temp Rise 283/1707

CONTROL PANEL: DGC-2020 Control Panel (Expanded)

The expanded Digital Genset Controller (DGC-2020) utilizes microprocessor based technology to provide a versatile system for genset control, protection, monitoring and event logging. The DGC-2020 expanded model with standard LCD heater includes touch screen password protected programming capabilities and a standard USB communications port for re-programming and simple loading of software upgrades. This version is equipped with generator metering, engine monitoring, genset control, engine protection, generator protection (27, 59, 81O, 81U), BESTCOMSPlus PC software, automatic transfer switch control, suitable for use on rental gensets with Hi/Lo line sensing or Single or three phase sensing override, SAE J1939 Engine ECU communications, multilingual capability, remote communications to the RDP-110 Remote Annunciator, 16 programmable contact inputs, 15 contact outputs (3- 30Adc and 12 programmable 2 Adc), UL recognized, CSA certified, CE approved, HALT (Highly Accelerated Life Tests) tested, IP 54 Front Panel rating with integrated gasket, NFPA110 Level Compatible.

ENCLOSURE: Crystal Quiet Enclosure (Sound Attenuated Enclosure)

Weather Proof Enclosure includes bolt together sheet metal enclosure constructed with 14-gauge material, lockable hinged doors, keyed alike, a fixed storm proof air intake louver and expanded metal air discharge, muffler support brackets and exhaust piping allowing the muffler to be mounted on top of the roof; including rain cap.

COOLING SYSTEM: Unit Mounted Radiator

CIRCUIT BREAKER: 125 AMP 120/208 Three Phase - Mounted and Wired in a NEMA 1 Enclosure (Qty: 1)

BATTERY: Lead Acid Battery 370 CCA @ 0 F

Included Accessories:

Unit Mounted Steel Rack (Per Battery)

BLOCK HEATER: Extreme Cold @ -20 F 1500 Watts

Included Accessories:

Heater wired to a Terminal

VIBRATION ISOLATION: Vibration Pads

BATTERY CHARGER: 6-AMP Battery Charger 12v

Included Accessories:

NRG 24-20 Mounted-Wired AC & DC

MUFFLER: Exterior Mounted Critical Grade 2 "

AUTOMATIC TRANSFER SWITCH: GE ZENITH ZTS 200AMP

Included Accessories:

3-Pole

208v

Open Transition

NEMA 3R

MISCELLANEOUS:

Paint - Ansi Grey

Testing - Standard Commercial Test

Manual - One Instruction Manual – One CD Version

NOTES:

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
2. Seller is not quoting unit installation unless specifically noted in quote.
3. All extended piping, wiring or other than listed above is performed by others.
4. FOB Destination
5. Offload performed by others.
6. Start up and training performed upon verified unit installation.

Proposal Summary:

TOTAL PROPOSAL PRICE: \$ 20,300.00

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm For 30 Day(s)

Delivery Notes:

BY: _____

Central Power Systems and Services
Zac Wegner

MEMORANDUM

To : Board of County Commissioners

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

Date : March 23, 2011

Re : Project No. 2010-20 status report
Route 1055 (6th St.) from US-56 to Route 12

You will recall Douglas County and the City of Baldwin City have agreed to cooperate in the reconstruction of Route 1055 (6th Street) in Baldwin City from US-56 highway (Ames Street) one mile north to Route 12 (State Lake Road). The agreement stipulates the two entities equally share design engineering costs, inspection costs, and construction costs excluding sidewalks. Baldwin City pays 100% of sidewalk costs. Each entity is responsible for right-of-way and easement acquisition and utility relocation costs within its jurisdiction.

Bartlett & West, our design engineer, has completed reports on the Alignment Study, Drainage Study, and Traffic Study. The studies considered several alternative roadway and drainage alternatives, but recommend a 3-lane urban roadway section with curb & gutter and enclosed storm sewer throughout the project length. The recommended improvements (referred to as "Option 1") also include a southbound left-turn lane on the north side of the Route 12 intersection. Bartlett & West has provided cost estimates for several alternatives, including the recommended Option 1.

Attached is a spreadsheet showing estimated project costs for each entity for recommended Option 1. As seen on the spreadsheet, Douglas County's currently estimated costs exceed by approximately \$603,000 the \$1,300,000 allocated in the CIP. Baldwin City's estimated costs exceed \$2.3 million, which is significantly more than anticipated.

We have discussed with our consultant several alternatives in an attempt to keep costs down. One option is to end the 3-lane urban section just north of Oak Leaf Court, which is approximately 720 feet south of Route 12. From the end of the curb & guttered section, the roadway would then taper down to the existing 2-lane roadway just south of the Route 12 intersection. A second spreadsheet is attached showing estimated costs for this alternative. A reduction in length of sidewalk on the west side of Route 1055 has also been discussed, but has not been considered in the attached spreadsheet. Reducing the length of sidewalk would reduce Baldwin City's cost share only.

MEMORANDUM

March 24, 2011

Page Two

Please note both spreadsheets assume we are able to obtain KDOT Corridor Management construction program funding for improvements to the US-56/Route 1055 intersection. Also, both spreadsheets include a 20% contingency on estimated construction costs, easement acquisition costs, and utility relocation costs. Both spreadsheets include equally sharing construction engineering (i.e. inspection) costs. However, we anticipate providing inspection services with in-house personnel. Therefore, Douglas County would not have a cash outlay for these services.

If we proceed with the recommended Option 1, Douglas County's additional costs could be absorbed by the CIP. We have under-run the costs of several CIP projects. For just one project completed last summer (Route 1023/458 surfacing from Stull to Route 1), final costs were approximately \$800,000 lower than the CIP allocation. However, Baldwin City has indicated they are reluctant to proceed with Option 1 given the estimated costs.

A public meeting for the project, to be held in Baldwin City, is planned for mid-April. It is planned to present and discuss the recommended Option 1 and other alternatives, and receive public feedback on the alternatives.

Action Required: Receive presentation and discuss the status of Project No. 2010-20, and provide direction as appropriate.

Date: 3/23/2011
 By: KAB

Route 1055 (6th Street) from US-56 highway to Route 12
 Project No. 2010-20
 Reconstruction to 3-lane city arterial

Recommended Option 1 -
Estimated costs from ~Sta 13+25 (~325' north of US-56) to ~150' north of Rte 12

	<u>Cost</u>	Baldwin City <u>Share</u>	DGCO <u>Share</u>
Estimated construction cost w/o sidewalks	\$ 2,581,599	\$ 1,290,800	\$ 1,290,800
Estimated sidewalk costs	<u>\$ 279,652</u>	<u>\$ 279,652</u>	<u>\$ -</u>
Total Construction costs	\$ 2,861,251	\$ 1,570,452	\$ 1,290,800
Construction Engineering 10%	<u>\$ 286,125</u>	<u>\$ 143,063</u>	<u>\$ 143,063</u>
Subtotal-construction:	\$ 3,147,376	\$ 1,713,514	\$ 1,433,862
Estimated R/W & Easement acquisition	\$ 52,555	\$ 37,555	\$ 15,000
Estimated Utility Relocation costs	<u>\$ 29,500</u>	<u>\$ 24,500</u>	<u>\$ 5,000</u>
Subtotal-construction, R/W, utilities	\$ 3,229,431	\$ 1,775,569	\$ 1,453,862
Contingency 20%	<u>\$ 645,886</u>	<u>\$ 355,114</u>	<u>\$ 290,772</u>
Subtotal with contingency	\$ 3,875,317	\$ 2,130,683	\$ 1,744,634
Design Engineering--main line	<u>\$ 316,800</u>	<u>\$ 158,400</u>	<u>\$ 158,400</u>
Subtotal, including design	\$ 4,192,117	\$ 2,289,083	\$ 1,903,034
Additional design costs for US-56 intersection	<u>\$ 38,728</u>	<u>\$ 19,364</u>	<u>\$ 19,364</u>
TOTAL	\$ 4,230,845	\$ 2,308,447	\$ 1,922,398
Current DGCO CIP allocation			\$ 1,300,000
Additional CIP allocation required			\$ 603,034

Notes:

- 1 Baldwin City responsible for R/W and easement acquisition and utility relocations within city limits.
 DGCO responsible for R/W and easement acquisition and utility relocations outside city limits.
- 2 Assumes KDOT Corridor Mgmt construction program funding obtained for US-56/Rte 1055 intersection improvements.

Date: 3/23/2011
 By: KAB

Route 1055 (6th Street) from US-56 highway to Route 12
 Project No. 2010-20
 Reconstruction to 3-lane city arterial

Alternative to Option 1 -
Estimated costs from ~Sta 13+25 (~325' north of US-56) to Oak Leaf Court, then tapering to Route 12

	<u>Cost</u>	Baldwin City <u>Share</u>	DGCO <u>Share</u>
Estimated construction cost w/o sidewalks	\$ 2,255,817	\$ 1,127,909	\$ 1,127,909
Estimated sidewalk costs	<u>\$ 249,255</u>	<u>\$ 249,255</u>	<u>\$ -</u>
Total Construction costs	\$ 2,505,072	\$ 1,377,164	\$ 1,127,909
Construction Engineering 10%	<u>\$ 250,507</u>	<u>\$ 125,254</u>	<u>\$ 125,254</u>
Subtotal-construction:	\$ 2,755,579	\$ 1,502,417	\$ 1,253,162
Estimated R/W & Easement acquisition	\$ 52,555	\$ 37,555	\$ 15,000
Estimated Utility Relocation costs	<u>\$ 29,500</u>	<u>\$ 24,500</u>	<u>\$ 5,000</u>
Subtotal-construction, R/W, utilities	\$ 2,837,634	\$ 1,564,472	\$ 1,273,162
Contingency 20%	<u>\$ 567,527</u>	<u>\$ 312,894</u>	<u>\$ 254,632</u>
Subtotal with contingency	\$ 3,405,161	\$ 1,877,367	\$ 1,527,795
Design Engineering--main line	<u>\$ 316,800</u>	<u>\$ 158,400</u>	<u>\$ 158,400</u>
Subtotal, including design	\$ 3,721,961	\$ 2,035,767	\$ 1,686,195
Additional design costs for US-56 intersection	<u>\$ 38,728</u>	<u>\$ 19,364</u>	<u>\$ 19,364</u>
TOTAL	<u>\$ 3,760,689</u>	<u>\$ 2,055,131</u>	<u>\$ 1,705,559</u>
Current DGCO CIP allocation			\$ 1,300,000
Additional CIP allocation required			\$ 386,195

Notes:

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MEMORANDUM

To : Board of County Commissioners

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

Date : March 24, 2011

Re : Study on long term facility needs for the Public Works Department

Douglas County hired Treanor Architects' Dan Rowe to conduct a study of long term facility needs for the Public Works Department. As you know, this department's Engineering and Administration divisions are currently located in the old church at 1242 Massachusetts, and the department's Operations division is located at 711 E 23rd Street.

The purpose of the study is to assist the department and the County in determining the viability of renovating the current structures to fit the present and future needs of the department, as well as the comparable value of consolidation of activities on a new site.

The study focused on the following components:

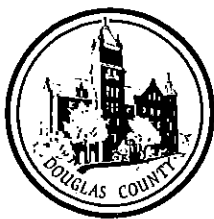
- Study the condition and spaces in the existing facilities
- Study the efficiency of the existing space
- Program current and future space needs
- Compare and contrast the value of New vs. Renovated space solutions
- Consider and comment on how sustainable design can be incorporated into the solution
- Provide cost estimates for different scenarios

The study considered three alternative scenarios:

1. Remain in the current locations and attempt to accommodate the needed changes.
2. Abandon the current Massachusetts Street location, and consolidate all Public Works functions to the East 23rd Street site.
3. Consolidate all Public Works functions to a new facility on a new site.

It is my belief that Alternative 3 makes the most sense in the long term. While the study shows this alternative to be the most expensive, it is the only alternative that adequately addresses the long term needs of the department.

Action Required: Receive and discuss the study on long term facility needs for the Public Works Department, and provide direction as appropriate.



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 : March 24, 2011

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DOUGLAS COUNTY PUBLIC WORKS

OPERATIONS STUDY

Lawrence, Kansas

OCTOBER 04, 2010

Introduction

Treanor Architects was retained by Douglas County to conduct a study of the facility needs for the Douglas County Public Works Department. The Department of Public Works' Engineering/Administration division is located at 1242 Massachusetts, and performs engineering and administrative functions for the department. The engineering division performs engineering design of road and bridge projects, plan review, construction inspection, surveying, and permit processing for entrances, oversized loads, utility installations, and subdivision road construction. The operations Division is located at 711 E. 23rd Street, and consists of the operations crews for the department. Three crews perform road and bridge maintenance functions including pavement maintenance, bridge maintenance and construction, grading, and snow and ice control. Fleet maintenance activities for all county vehicles are also performed out of this division. The Operations division is responsible for noxious weed control and chemical sales, mowing and other roadside maintenance activities. In addition, park maintenance functions are also under the purview of the Operations division.

Background and Existing Facilities

MASSACHUSETTS LOCATION:

The Engineering and Administration offices are housed in a former church building that appears to have been built around 1950 and was purchased by the County in the 1990's. The current offices are housed in the portion of the church that had been used as classrooms, and the worship space, which is comprised of a slab on grade main level and a loft area, is used for storage.

The office portion of the facility is two levels with a concrete slab on grade and masonry construction and a flat (low sloping) roof. It generally appears to be structurally sound, but deferred maintenance and finishes create a very worn out building appearance. The large volume (worship space) is not air conditioned and would be difficult to reconfigure for office or other purposes. The roof is steeply pitched and is in poor condition. The existing facility is not in compliance with the ADA related to accessibility for staff or visitors.

The site has been modified to increase parking spaces, but is still inadequate for the number of staff and visitors using these services. The site has a shared access with an adjacent business which complicates circulation. The site location on Massachusetts will limit expansion possibilities given the front yard setbacks.

23RD STREET LOCATION:

The Operations Division is located on just over 7 acres of land on the south side of 23rd Street just to the East of Haskell University in a heavily trafficked commercial district. Access to the site is under a former railway bridge from the North and via a frontage road from the south. Access is shared on this site with the property owner to the East.

The site is largely occupied with open storage for road maintenance materials and equipment that has seasonal access and requires large truck access and circulation to maneuver and load/unload. The buildings on site vary in size, construction and age. Most buildings have been sited over time in a fairly haphazard campus layout as the need existed at the time of construction. The largest building is of masonry construction and dates to 1920-1940 based on observation. The remaining buildings are metal buildings and are in average to poor condition.

Administration & Engineering

SPACE NEEDS:

The Engineering and Administration offices provide workspace for 5 Administrative and 13 Engineering staff. Due to their function described earlier, they have a need for appropriate office space for these professionals, support spaces to allow them to do their work properly and space to interact with the public related to these services. In addition to these current staffing needs, very modest growth is projected in this area of the department as illustrated in the chart. The following program of spaces itemizes the individual space needs of this portion of the department. There is approximately 6300 sf of space in the current facility on Mass.

Space Name	NO.	SIZE	Total	Comments
Administration/Engineering				
1.0 Administration				
1.1 Director Office	1	250	250	
1.2 Mgmt Info Analyst	1	120	120	
1.3 Administrative Officer	1	120	120	
1.4 Account Clerk III	1	120	120	
1.5 Administrative Secretary	1	64	64	
1.6 File Room	1	180	180	
1.7 Work Room	1	180	180	
1.8 Conference Room	1	320	320	
1.9 Break Room	1	250	250	
1.10 Equipment Room (Cameras etc.)	1	180	180	
1.11 Small Conference Room	1	120	120	
	NSF Total		1904	
	Grossing Factor		1.40	
	GSF		2666	
2.0 Engineering				
2.1 Engineering Division Manager	1	180	180	
2.2 Chief Engineer	1	180	180	
2.3 Engineering Tech	8	80	640	
2.4 County Surveyor	1	120	120	
2.5 GIS Analyst	1	180	180	
2.6 Construction Inspector Super	1	120	120	
2.7 Equipment Storage	1	250	250	
2.8 Shop Entrance	1	120	120	
2.9 File Room (Vault)	1	250	250	
2.5 Flat File Storage	1	120	120	
2.6 Expansion office	1	120	120	
2.7 Expansion workstation	1	80	80	
2.8 Toilet Rooms	2	120	240	
2.9 Field Equipment Storage	1	250	250	
2.8 Planning Coordinator (Linda Finger)		1	120	120
	NSF Total		2970	
	Grossing Factor		1.40	
	GSF		4158	
Total Administration/Engineering			6824	

Operations

SPACE NEEDS:

The Operations site has space needs for both offices and work bays and has 34 current staff that use the facilities. Many of these staff are road staff and are not on site full time. The space needs identified in this section do not include the large amount of site circulation necessary for much of the large bulk storage that occurs on site. The site area needs are discussed in the Options portion of this report. The following program of spaces itemizes the individual space needs of this portion of the department.

The spaces described in this section can be somewhat misleading if a reader were to attempt to total the areas for purposes of calculating building or site need. For clarity, it is important to understand two important issues with the Operations site.

- Many of the spaces described, specifically the last heading of "Open Storage" are not enclosed buildings, but rather open yard storage areas for these materials and equipment stored on site. The area described above incorporates the current area taken on site for those needs, but there is difficulty in projecting future need in this area, and good practice would be to increase these quantities if room on site were available.
- There is area around and between these spaces that is large and needed for large trucks to circulate, access the supplies and maneuver back out of the site. This area needed depends greatly on the proposed layout and the location of the access points. The current site of 7 acres is inadequate for this function and a minimum of 10 acres would be needed. The County should carefully consider a master plan of the county needs and if the option to acquire land was pursued, be forward thinking enough to acquire land for this need, and foreseeable future needs.

	Space Name	NO.	SIZE	Total	Comments
3.0	Operations				
3.1a	Road and Bridge Superintendent	4	120	480	
3.1b	Admin Assistant	1	120	120	
3.1c	Operations Division Manager	1	180	180	
3.2	Weed Director	1	180	180	
3.3	Fleet Maintenance Supervisor	1	120	120	
	Mechanics Work Area	3	120	360	
	Break Room	1	250	250	
	Conference Room	1	320	320	
	Work Room File Room	1	120	120	
	Operations Workstation for Employees	1	64	64	
	Locker Room	2	420	840	
	Dispatch Room/Computer Terminal	2	64	128	
3.4	Meeting Room/ Muster Room	1	800	800	
	Storage/Stock Room	1	250	250	
	NSF Total			4212	
	Grossing Factor			1.40	
	GSF			5897	

DOUGLAS COUNTY
PUBLIC WORKS OPERATIONS STUDY

Name	NO.	SIZE	NSF	Comments
Fleet Management				
3.5 5 Work Bays (Drive Through)	5	800	4000	
Small Tire Room	1	250	250	
Toilets	2	120	240	
Compressor Room	1	120	120	
Back-up Generator	1	250	250	
3.6 Truck Wash Bay	1	1000	1000	
		NSF Total	5860	
		Grossing Factor	1.20	
		GSF	7032	

4.0 Lab				Comments
4.1 Soil Gradation	1	120	120	
4.2 Storage	1	120	120	
		NSF Total	240	
		Grossing Factor	1.20	
		GSF	288	

5.0 Equipment Storage Buildings				Comments
5.1 Secured Truck Bays	6	600	3600	
5.2 Open pole Barn	6	480	2880	
5.3 Pickup Sized Bays	3	250	750	
5.4 Small Secured Supplies	1	120	120	
5.5 Sign Truck Bays	2	800	1600	
5.6 Small Office	1	120	120	
5.7 Storage Sheds (Misc)	2	120	240	
5.8 Salt Building (Fabric Top)	1	8200	8200	
5.9 Salt/Sand Storage Building	1	3200	3200	
		NSF Total	20710	
		Grossing Factor	1.20	
		GSF	24852	

6.0 Open Storage	Space Name	NO.	SIZE	NSF	Comments
6.1	Tractors	3	800	2400	
6.2	Corrugated Pipes	1	3000	3000	
6.3	Paving Equipment	1	2000	2000	
6.4	Emergency Command Center Truck	1	1200	1200	
6.5	Low Boy Trailers	3	1200	3600	
6.6	Sand Trailers	2	800	1600	
	Snow Plows	4	800	3200	
	Noxious Weed Trailers	4	800	3200	
	Noxious Weed Trucks	2	800	1600	
	Noxious Weed Storage	1	1200	1200	
		NSF Total		23000	
		Grossing Factor		2.20	
		GSF		50600	

Factors for Consideration

OPERATIONAL EFFICIENCY:

In the current operational paradigm, the department is separated into two locations. This separation makes interoffice communication and coordination more difficult. Ideally all departmental functions would exist on a single site. Measurable loss of productivity shows in the number of trips staff takes between offices and the time necessary to communicate over the separation vs. what would occur in a single location and the repeated spaces necessitated by two locations (i.e. work rooms, file rooms and staff areas). The real loss of productivity is harder to measure, in lack of communication and the sheer inconvenience that is created. Consolidation of all operations onto one site would save staff time and money, and should be considered a priority when reviewing the options.

FUTURE EXPANSION/LONG TERM STRATEGY:

Predicting the future expansion of the department is somewhat difficult, but must be a primary factor in decision making. The expansion indicated in the space needs is anticipated to be modest and primarily on the operations side related to maintaining more roads and bridges as time go on. Choosing an option that has the most flexibility for long term expansion will provide assurance that the County's investment in a solution will not become worthless if a full operations move is needed in 10-20 years.

The primary issue with the two current sites is that both are at capacity with current needs and with the modest anticipated growth. While it may be feasible to find a consolidation plan on one site, the future may bring requirements that would not be able to be accommodated. Consideration should be given for a solution that involves some measure of future space expansion.

PUBLIC SAFETY:

The accessibility of the 23rd Street site must be addressed. The current situation requires many County trucks to enter and exit onto 23rd street. The continued growth in traffic on this major arterial street creates a potentially dangerous situation with passenger vehicles. Additional growth of the commercial district will surely exacerbate the issue as time goes on. In addition to the public safety issue, the time spent waiting for traffic to clear before entering the street will increase making operations and response slower. The shared access on the East will also continue to create issues with passenger vehicle traffic and road maintenance vehicles. While changes are being considered to the bridge on 23rd Street in front of the site, they will not improve access or provide a lighted signal to assist the situation. The changes, may however add value to the property as a commercial use if the County were to relocate.

Somewhat related to public safety, is the recognition that the current 23rd Street site requires large and heavy equipment to travel on city streets to get to where they are going. This increase maintenance issues will increase as the amount of County roads increase the necessary traffic.

CUSTOMER SERVICE:

In recognition that this County department serves the public, there needs to be provided an easily accessible public front that allows friendly entry and convenient service for the public and professionals to enter the facility and meet with staff. The existing facilities do not accomplish this goal.

LIFECYCLE COSTS:

The costs of facilities must be considered over the lifecycle of a building. Initial cost of construction as well as maintenance costs should be considered. In considering the options, some of the lowest initial costs will have some of the highest maintenance and ongoing improvement costs. This is the nature of the building environment. As a county, consideration of long term costs become more critical, because it is more likely that the County will own buildings for longer periods of time than the private sector.

The condition of each of the structures in this report is marginal. Most of the buildings have served for more than half of the life expectancy of buildings of their construction. Replacement costs, maintenance costs and expansion investments should be part of the consideration

ACCESSIBILITY:

For purposes of this report, we treat accessibility as the ability for staff and public to enter and exit the facilities safely and in conformance with code and applicable ADA guidelines. The ADA requires that all public spaces be accessible as well as all staff working environments. While the downtown facility has made efforts to accommodate the facility still lacks the ability to meet these guidelines in all staff spaces. The review that follows refers to the pros and cons of this deficiency and the ability of each solution to resolve the deficiency.

LOCATION:

Having two locations for this department has both pros and cons and both should be considered when reviewing the options. Some logical benefits that should not be overlooked include:

- The Downtown location provides good access to the other county functions and administration located downtown for ease of coordination with other county agencies.
- The Downtown facilities are located on a site that are advantageous for the county to continue to occupy as a presence in downtown and around the park. (i.e. It is difficult to acquire land downtown for county use)
- Locating downtown keeps jobs close to the downtown, contributing to the local economy.
- Having two locations gives office functions some separation from maintenance functions, thus creating a natural separation between "dirty" and "clean" environments.

Consolidation and consideration of locations, brings new issues that are worthy of consideration when reviewing the options. Looking at consolidation actually creates the options that are available.

COSTS:

The costs that have been prepared for each of the options are for understanding the magnitude of the cost of each solution and for relative comparison purposes. The estimates are for construction values anticipated in the first quarter of 2011.

The economic conditions do not allow for valuable numbers to be created to project these costs into the future more than 6-12 months. The anticipation in the construction market seems to indicate stability through the first quarter of next year, but predicting the relative increase or decrease beyond that term to an anticipated start date would be misleading and would skew the County's decision making.

OPTIONS

Options were considered viable solutions only if the result meets the current needs of the department. Low cost "band-aid" approaches were not considered viable if they did not provide an end result that could justify the ongoing operations of the department.

OPTION 1 – KEEP SEPARATE LOCATIONS:

The first option attempts to answer; "What if The Public Works Department remains in the current locations and attempts to accommodate the needed changes?"

Description: Remodeling the existing downtown location while trying to operate would not be feasible and the cost of swing space would offset any benefit to building new, so this solution would entail a new building on the site of the current downtown facility, while adding the needed spaces at the operations site.

COST:

Downtown Office Improvements:	6,824 sf @ \$150/sf	\$1,023,600
Operations Site Improvements		
Office Addition/Remodel	2,400 sf @ \$120/sf	\$ 288,000
Fleet Management Bldg	1,500 sf @ \$90/sf	\$ 135,000
Lab	288 sf @ 175/sf	\$ 50,400
Storage and added Bays	6,480 sf @ \$90/sf	\$ 583,200
Construction Costs		\$2,080,200
Soft Costs (20%)		\$ 416,040
Total Project Costs		\$2,496,240

PROS:

- Lowest initial cost option
- Maximizes existing sites
- Solves Accessibility issue
- Solves customer service issue
- Gets all facility needs met and improvements made

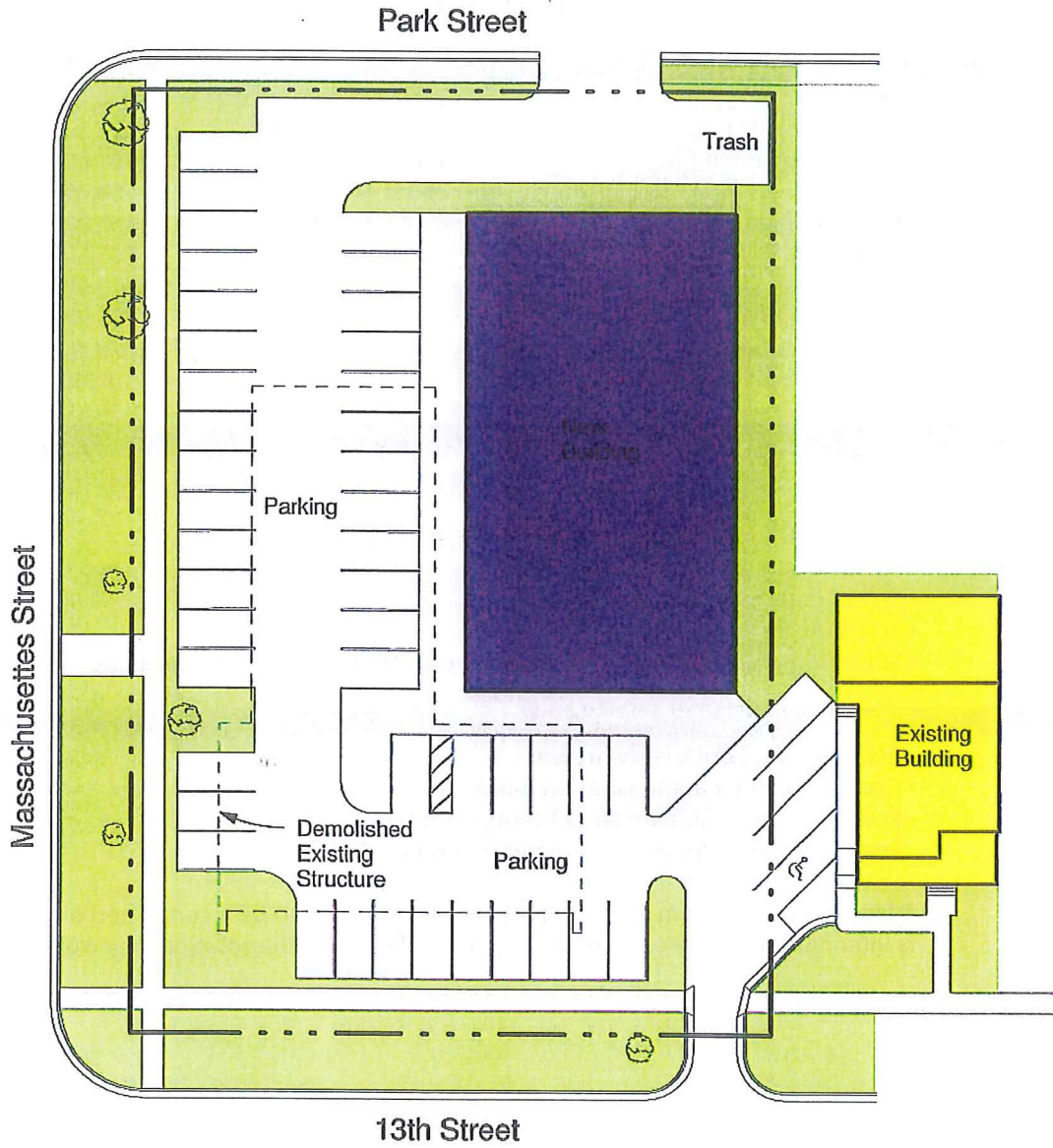
CONS:

- Does not achieve the goal to consolidate the department
- Does not solve Operational efficiency
- Does not solve public safety issue
- Possibilities for expansion are limited or non-existent
- Maintenance and upkeep of aged existing building will have higher maintenance cost in the near term.
- Long term building replacement costs will affect the county sooner.

Diagram: The diagram of this solution is not intended to be a completed or developed design. It is intended to convey only the idea graphically of how the solution may work. (see following page)

Option 1 Diagram

KEEP SEPARATE LOCATIONS



OPTION 2 – CONSOLIDATE ON 23RD STREET LOCATION:

This option considers the possibility of abandoning the current downtown site and consolidating all operations to the 23rd Street site.

Description: This solution would vacate the downtown site to allow other county functions to relocate there or to have the property sold. It would construct a new facility at the 23rd Street site that would consolidate office space and staff spaces. It would necessitate the removal of the oldest structures and the reconstruction of newer maintenance bays. For proper access for public safety and to make the site usable an access to Haskell Road is necessary.

COST:		
New Offices	12,721 sf @ \$150/sf	\$1,908,150
Reconstructed Shops	9,257 sf @ \$90/sf	\$ 833,130
Fleet Management Bldg	1,500 sf @ \$90/sf	\$ 135,000
Lab	288 sf @ 175/sf	\$ 50,400
Storage and added Bays	6,480 sf @ \$90/sf	\$ 583,200
Access road to Haskell		\$ 965,500
Construction Costs		\$4,475,380
Soft Costs (20%)		\$ 895,076
Total Project Costs		\$5,370,456
Possible Credit if Downtown Site Sold		(\$ 100,000)

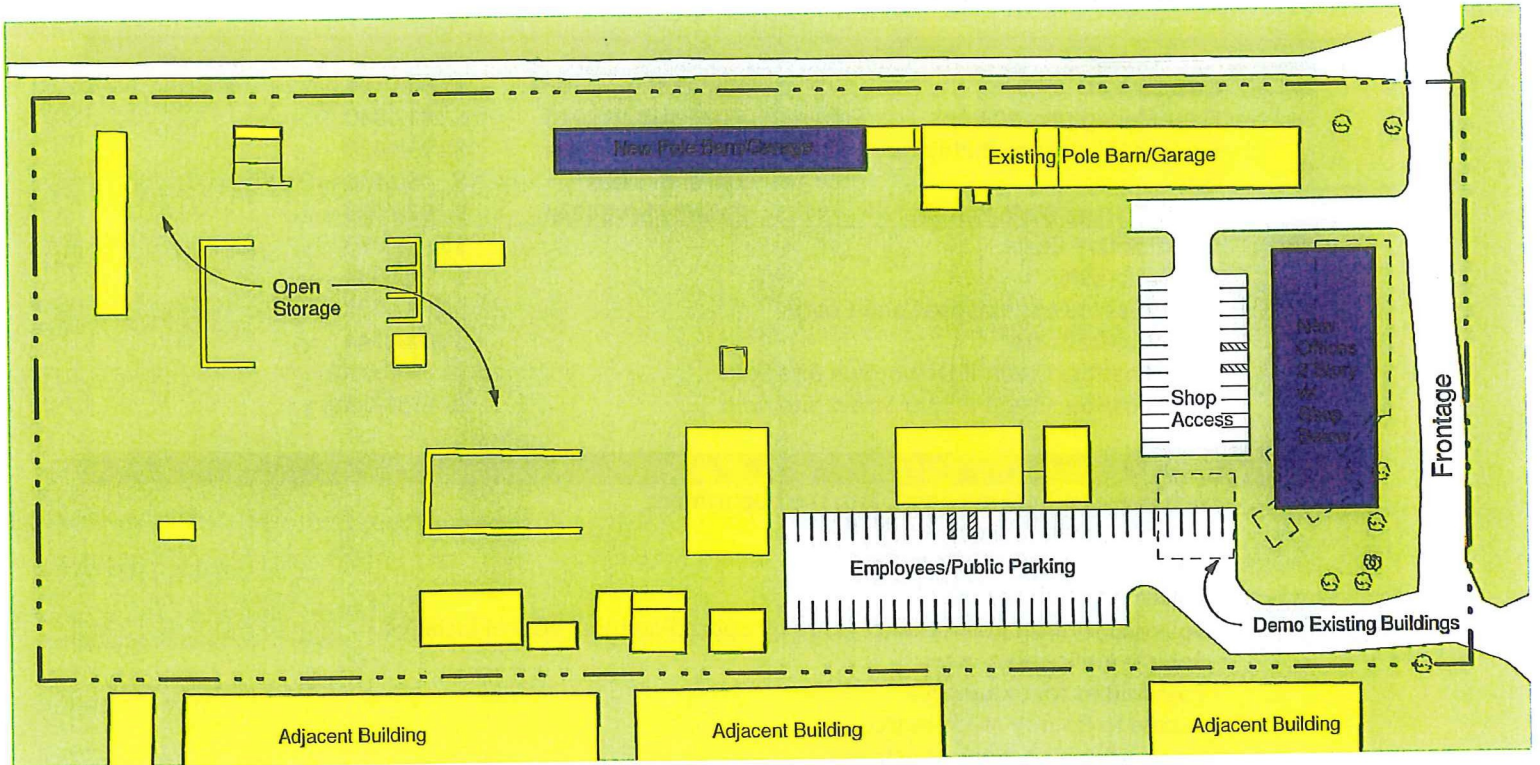
- PROS:**
- Moderate Cost
 - Maximizes existing site
 - Achieves the goal to consolidate the department
 - Solves Operational efficiency
 - Solves customer service issue
 - Solves Accessibility issue
 - Solves long term maintenance issue by upgrading most critical facilities

- CONS:**
- Relocates staff out of downtown
 - Access to county administration more distant
 - Restricted space limits material storage options
 - Possibilities for expansion are limited or non-existent

Diagram: The diagram of this solution is not intended to be a completed or developed design. It is intended to convey only the idea graphically of how the solution may work. (see following page)

Option 2 Diagram

CONSOLIDATE ON 23RD STREET



OPTION 3 – CONSOLIDATE TO A NEW LOCATION:

This option considers the possibility of abandoning the current downtown site and the 23rd Street site and constructing the needed facilities on a new site that would offer better access.

Description: This solution would vacate the downtown site to allow other county functions to relocate there or to have the property sold. It would also vacate the 23rd Street site and have that property available for sale. It would construct new facilities at a new site south of Lawrence that would allow for current needs and future expansion while being compatible with neighbors.

COST:

New Offices	12,721 sf @ \$150/sf	\$1,908,150
Fleet Management Shops	7,032 sf @ \$120/sf	\$ 843,840
Equipment storage Buildings	24,852 sf @ \$90/sf	\$2,236,680
Lab	288 sf @ 175/sf	\$ 50,400
Open Storage (Pole Barns)	23,000 sf @ \$40/sf	\$ 920,000
Construction Costs		\$5,959,070
Sitework (5%)		\$ 297,953
Soft Costs (30%) (includes Land Cost)		\$1,787,721
Total Project Costs		\$8,044,744
Possible Credit if Downtown Site Sold		(\$ 100,000)
Possible Credit if 23rd Street Site Sold		(\$ 150,000)

PROS:

- Achieves the goal to consolidate the department
- Solves Operational efficiency
- Solves customer service issue
- Solves Accessibility issue
- Solves long term maintenance issue by upgrading most critical facilities
- Solves public safety issue
- Possibilities for expansion
- Access to County roads better
- Does not add to wear city streets

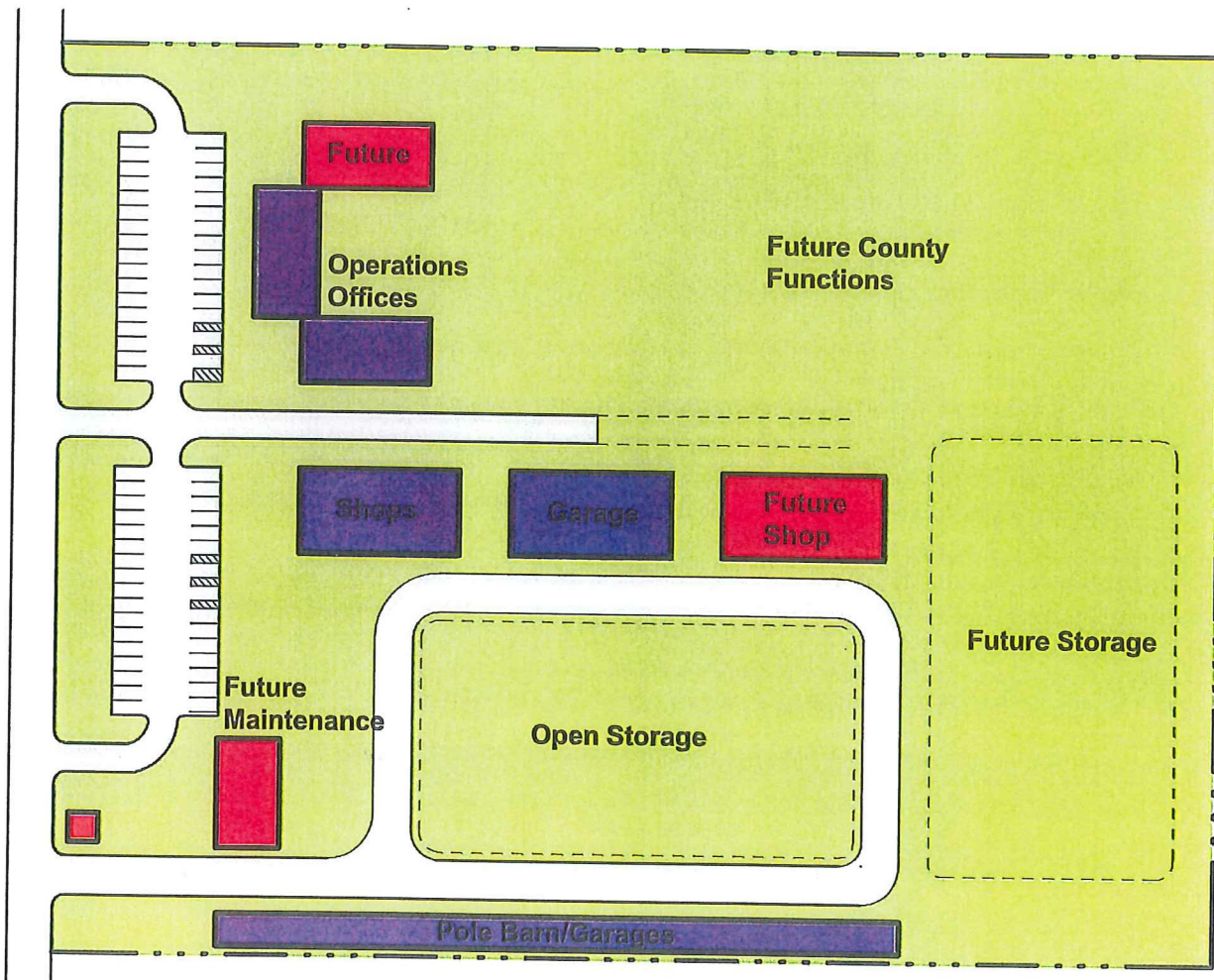
CONS:

- Highest Cost
- Relocates staff out of downtown
- Access to county administration more distant

Diagram: The diagram of this solution is not intended to be a completed or developed design. It is intended to convey only the idea graphically of how the solution may work. (see following page)

Option 3 Diagram

CONSOLIDATE TO A NEW LOCATION



COMMISSION ORDER
BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

WHEREAS, Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "Board") owns certain real estate legally described as

Beginning at the Northeast corner of the South half of the Northeast Quarter of Section Twelve (12), Township Fifteen (15) South, Range Twenty (20) East; thence West on the North line of the South half of said Northeast Quarter 114 feet; thence South parallel with the East line of said Northeast Quarter 104 feet; thence East parallel with the North line of the South half of said Northeast Quarter 114 feet to the Section line; thence North on the Section line 104 feet to the point of beginning;

(the "Real Estate").

WHEREAS, pursuant to K.S.A. 19-211(b), the Board adopted Resolution No. _____ to create an alternative methodology to permanently dispose of fee title to the Real Estate.

WHEREAS, pursuant to Resolution No. _____, the Board held a public hearing on _____, 2011, at which hearing the Board received public comment and public participation in connection with the potential disposition of the Real Estate by deed to The Black Jack Battlefield Trust, Inc., a Kansas not for profit corporation.

NOW, THEREFORE, the Board makes the following findings and instructions:

1. After considering the Trust's mission and its proposed use of the Real Estate, the deed restriction identified below and concluding that disposing of the Real Estate by conveyance of fee title to the Trust will reduce taxpayer-funded maintenance expenses and otherwise provide a benefit to residents of Douglas County, the Board has concluded it appropriate to deed the Real Estate to the Trust.

2. The Chair of the Board is authorized and directed to execute and deliver a quit-claim deed conveying the Real Estate to the Trust as a gift, donation, and contribution, **SUBJECT TO THE FOLLOWING DEED RESTRICTION:**

This deed is given and conveyance of the described real estate is made with the specific restriction that said real estate is to be used for the express purposes of having and maintaining a monument in commemoration of the Battle of Black Jack and for park purposes. If at any time this real estate is used for other than the purposes set out herein, this deed shall be forfeited and the real estate herein described and all of the rights herein conveyed shall at once revert to and revest in and become the property of Douglas County, Kansas, without any declaration of forfeiture or act of re-entry and without any other act by Douglas County to be performed and without any right of said real estate to reclamation or compensation for monies paid or improvements made, as absolutely, fully, and perfectly as if this deed had never been made.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the foregoing findings and instructions are adopted this _____
day of _____ 2011.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Jim Flory, Chair

ATTEST:

Nancy Thellman, Commissioner

Jameson D. Shew, County Clerk

Mike Gaughan, Commissioner

QUIT CLAIM DEED

ON THIS _____ day of _____ 2011,

**THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS
ON BEHALF OF DOUGLAS COUNTY, KANSAS**
a Kansas county, as Grantor

QUITCLAIMS TO:

THE BLACK JACK BATTLEFIELD TRUST, INC.
as Grantee

**ALL OF THE FOLLOWING-DESCRIBED REAL ESTATE LOCATED IN
Douglas County, Kansas**

Beginning at the Northeast corner of the South half of the Northeast Quarter of Section Twelve (12), Township Fifteen (15) South, Range Twenty (20) East; thence West on the North line of the South half of said Northeast Quarter 114 feet; thence South parallel with the East line of said Northeast Quarter 104 feet; thence East parallel with the North line of the South half of said Northeast Quarter 114 feet to the Section line; thence North on the Section line 104 feet to the point of beginning.

SUBJECT TO THE FOLLOWING DEED RESTRICTION:

This deed is given and conveyance of the described real estate is made with the specific restriction that said real estate is to be used for the express purposes of having and maintaining a monument in commemoration of the Battle of Black Jack and for park purposes. If at any time this real estate is used for other than the purposes set out herein, this deed shall be forfeited and the real estate herein described and all of the rights herein conveyed shall at once revert to and revest in and become the property of Douglas County, Kansas, without any declaration of forfeiture or act of re-entry and without any other act by Douglas County to be performed and without any right of said real estate to reclamation or compensation for monies paid or improvements made, as absolutely, fully, and perfectly as if this deed had never been made.

FOR THE SUM OF: Gift, donation and contribution.

**THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS,**
a Kansas county

By: _____
Jim Flory, Chair

[PURSUANT TO K.S.A. 79-1437e(a), a real estate validation questionnaire is not required due to exception No. 4.]

