

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda 10-23-12

WEDNESDAY, OCTOBER 24, 2012

4:00 p.m.

- Consider approval of a proclamation for "Kansas Food Day" October 24, 2012 (Eileen Horn)
- Consider approval of a proclamation for "Indigenous Food Day" October 26, 2012 (Brett Ramsey)
- Consider approval of the minutes for September 19, September 26, and October 3, 2012

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
(b) Consider acquisition of easement for culvert No. 3.80N-17.63E (Michael Kelly);
(c) Consider approval of an amended Tow Resolution (Craig Weinaug);
(d) Consider approval of Option 3 for the Emergency Communications Radio Project remodel in the amount of \$70,000.00 (Scott Ruf); and
(e) Consider approving purchase of 38,000 lbs of crack seal material at \$0.612/lb. for Public Works (Keith Browning)

REGULAR AGENDA

- (2) KEMA President to present the Douglas County LEPC award (Teri Smith)-No backup
- (3) Discuss the implementation of the Retiree Attraction Task Force Recommendations and the Reorganization of the Douglas County Senior Services Executive Board (Sarah Plinsky)
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeals 11/2012 (New Appointee)
 - Bicycle Advisory Committee 12/2012 (eligible for reappointment)
 - Douglas County Fair Board-Lecompton, Kanwaka and Willow Springs,
 - (2) Fire District No. 1/Lecompton 12/2012
 - Food Policy Council 12/2012
 - Lawrence/Douglas County Advocacy Council on Aging 10/2012 (replacement)
 - (c) Public Comment
 - (d) Miscellaneous
- (5) Adjourn

THURSDAY, OCTOBER 25, 2012

8:30 a.m. – 3:30 p.m. – Food Systems Planning Workshop, Douglas County Fairgrounds, Dreher Building

WEDNESDAY, OCTOBER 31, 2012- Cancelled

WEDNESDAY, NOVEMBER 7, 2012

WEDNESDAY, NOVEMBER 14, 2012- Cancelled

THURSDAY, NOVEMBER 15, 2012

9:00 a.m. – Election Canvass (Two or more Commission will be in attendance.)

WEDNESDAY, NOVEMBER 21, 2012- Cancelled



PROCLAMATION

KANSAS FOOD DAY

October 24, 2012

WHEREAS, Food Day is a nationwide celebration and a movement toward more healthy, affordable, and sustainable food; and

WHEREAS, Douglas County is experiencing a vibrant food movement- with the expansion of farmers markets, urban agriculture and community gardens, grocery stores and restaurants featuring local food items, and the reform of school lunch menus; and

WHEREAS, we have convened a Douglas Food Policy Council to develop partnerships among the private sector, non-profits, and advocates to advance healthy food policies in our communities; and

WHEREAS, we Commissioners believe that every resident should have access to, and be able to afford, fresh and healthy food in the neighborhoods where they live; and

WHEREAS, we Commissioners recognize the valuable component that agriculture contributes to our local economy, and the potential growth that providing more locally grown food could provide; and

WHEREAS, despite these initiatives, there remains much to do in the areas of fresh food availability, affordability, and education among Douglas County residents;

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, do hereby proclaim October 24, 2012 as:

“Kansas Food Day”

In Douglas County and urges citizens to take part in related events on that day, and to support healthy, locally-produced foods throughout the year to help build a vibrant Douglas County.

ADOPTED this 24th day of October, 2012.

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

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member



Office of the County Commission
PROCLAMATION
For Douglas County, Kansas

- WHEREAS:** Food embodies the relationships between humans, plants and animals of Mother Earth and serves an indispensable social, cultural, and nutritional function for humankind; and,
- WHEREAS:** Douglas County and the surrounding environs continue to be a source of nutritious local foods- both wild and cultivated; and
- WHEREAS:** The communities within Douglas County support a thriving farmer's market, a wide variety of local and regional farmers and food producers, and acknowledge their contributions to the physical and economic health of our communities; and
- WHEREAS:** The United Nation Food and Agriculture Organization (FAO) indicate that over one billion people in the world are going hungry, over 80% of whom are food producers and the majority of which live on the territories of Indigenous Peoples; and
- WHEREAS:** Douglas County is home to Haskell Indian Nations University and is attended by Indigenous Peoples of the forty-eight contiguous states of the U.S. and Alaska - each with their own unique food traditions; and
- WHEREAS:** One of the greatest gifts the Indigenous Peoples of the Americas offered to those who arrived on their shores 500 years ago was food.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, hereby proclaims Friday, October 26, 2012 as

INDIGENOUS FOOD DAY

In Douglas County, Kansas and recognizes the Haskell Indigenous Food Festival as Douglas County's contribution to the first ever National Food Day activities.

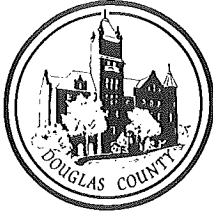
ADOPTED this 24th day of October, 2012.

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

Mike Gaughan, Chairman

Nancy Thellman

Jim Flory



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

TO : Board of County Commissioners

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

DATE : October 18, 2012

RE : Drainage Structure Replacement; Structure No. 3.80N – 17.63E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located approximately 1/2 mile east of Baldwin City on N375 Road. Plans were developed in-house and negotiations with the landowner for permanent easement has been completed.

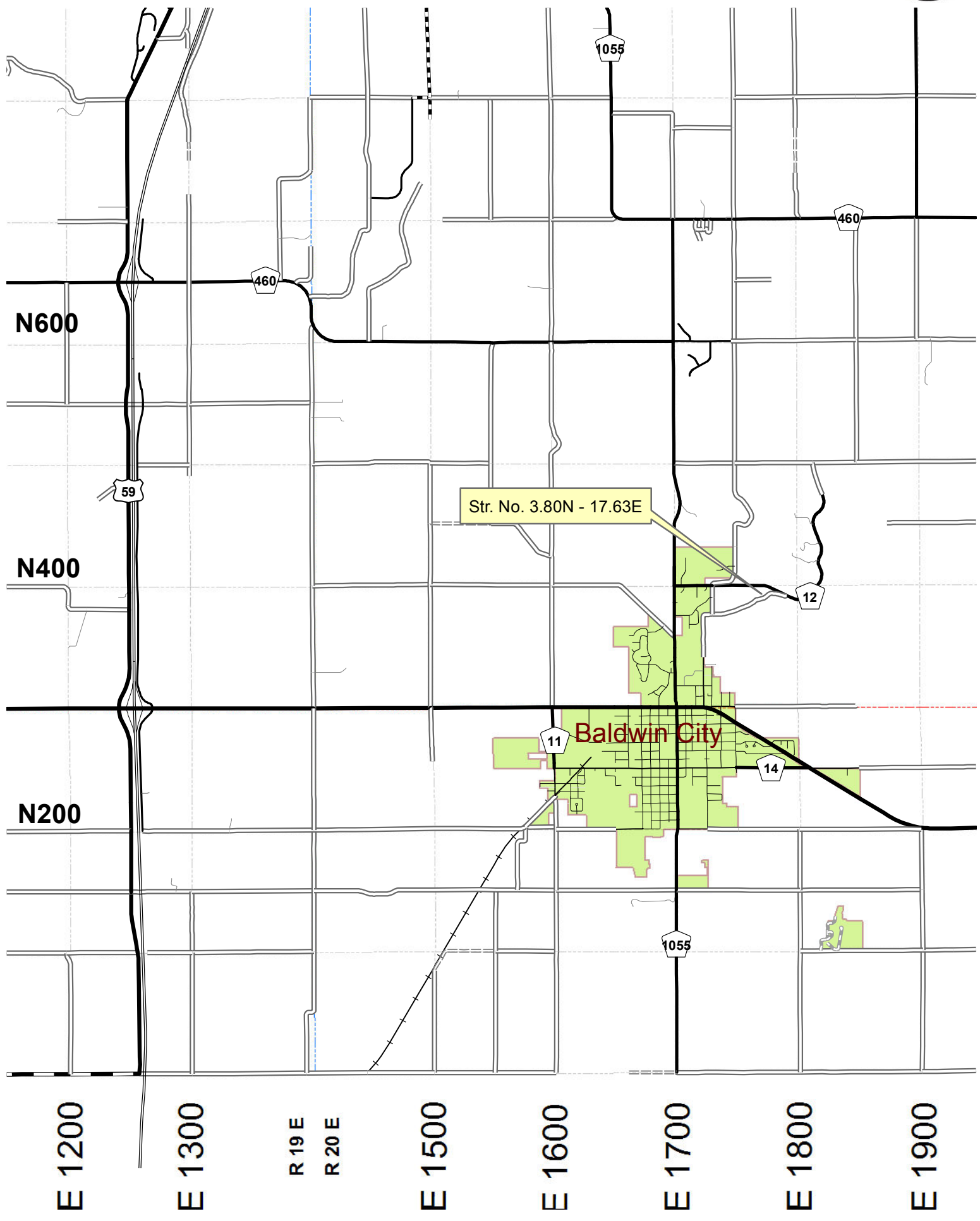
Construction is planned for November 2012 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 3.80N – 17.63E.

Structure No. 3.80N - 17.63E

1 inch = 1 miles
0.5 0.25 0 0.5 Miles

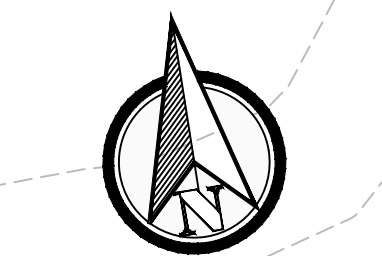


SECTION CORNER INFORMATION				
SECTION CORNER	RCODE	SECTION CORNER COORDINATE	ELEVATION	CORNER STATUS
N.W. COR. SEC. 34-T14-R20	T13V	N: 181251.44 E: 2114100.15	1083.23	RECORD
NL ¼ COR. SEC. 34-T14-R20	T15V	N: 181333.77 E: 2116752.90	1098.94	RECORD
W ¼ NL SEC. 34-T14-R20	T13X	N: 178602.41 E: 2114178.12	1054.67	RECORD
SW COR. SEC. 34-T14-R20	Y13A	N: 175951.70 E: 2114257.13	1054.86	RECORD
SL ¼ COR. SEC. 34-T14-R20	Y15A	N: 176036.37 E: 2116914.66	1069.86	RECORD
S.E. CORNER SEC. 34-T14-R20	Y17A	N: 176121.17 E: 2119572.33	1086.08	RECORD

BM #1 - TRIPLE 60d IN PP
N 180489.70
E. 2117442.77
ELEV. = 1005.84

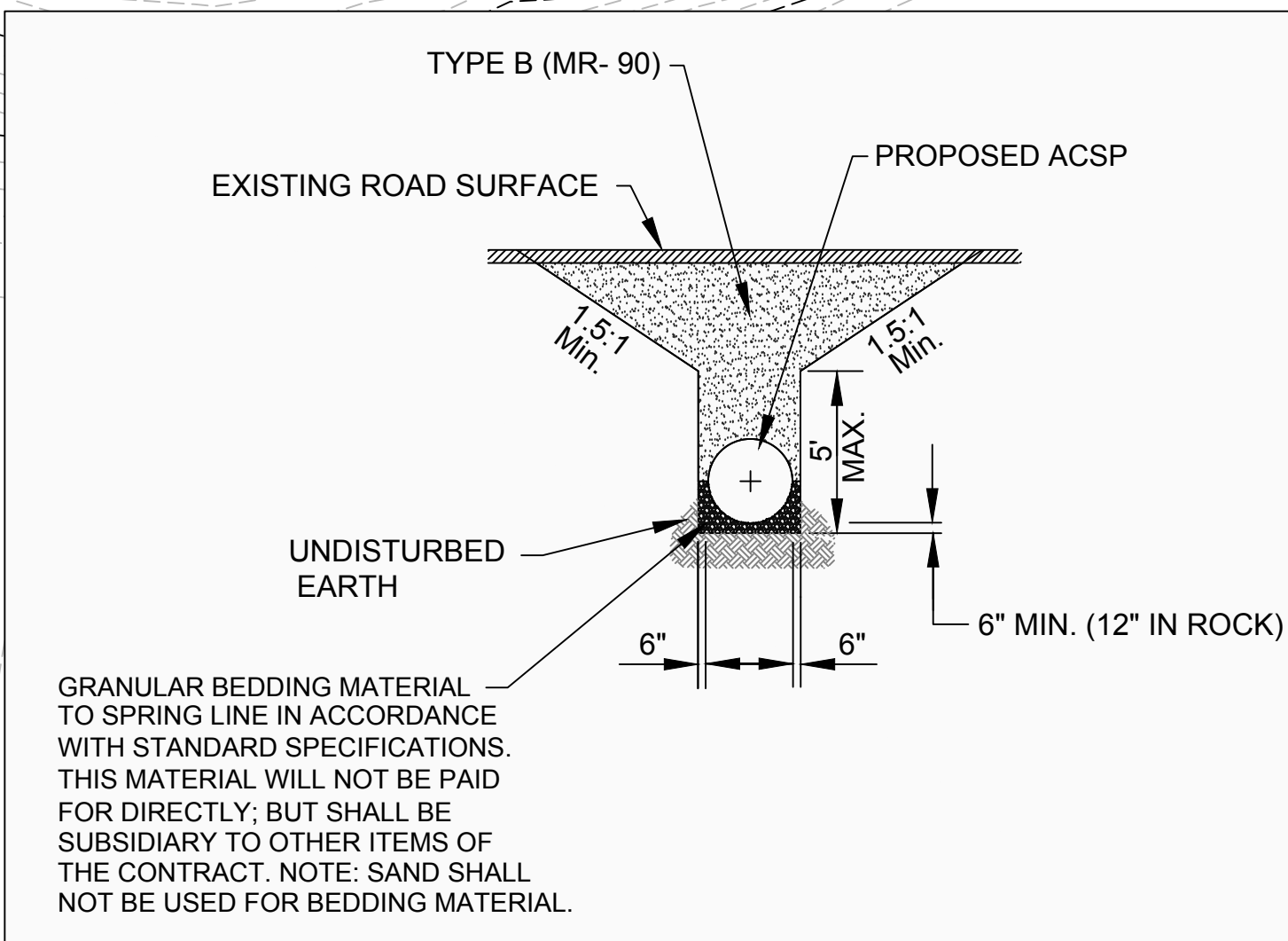
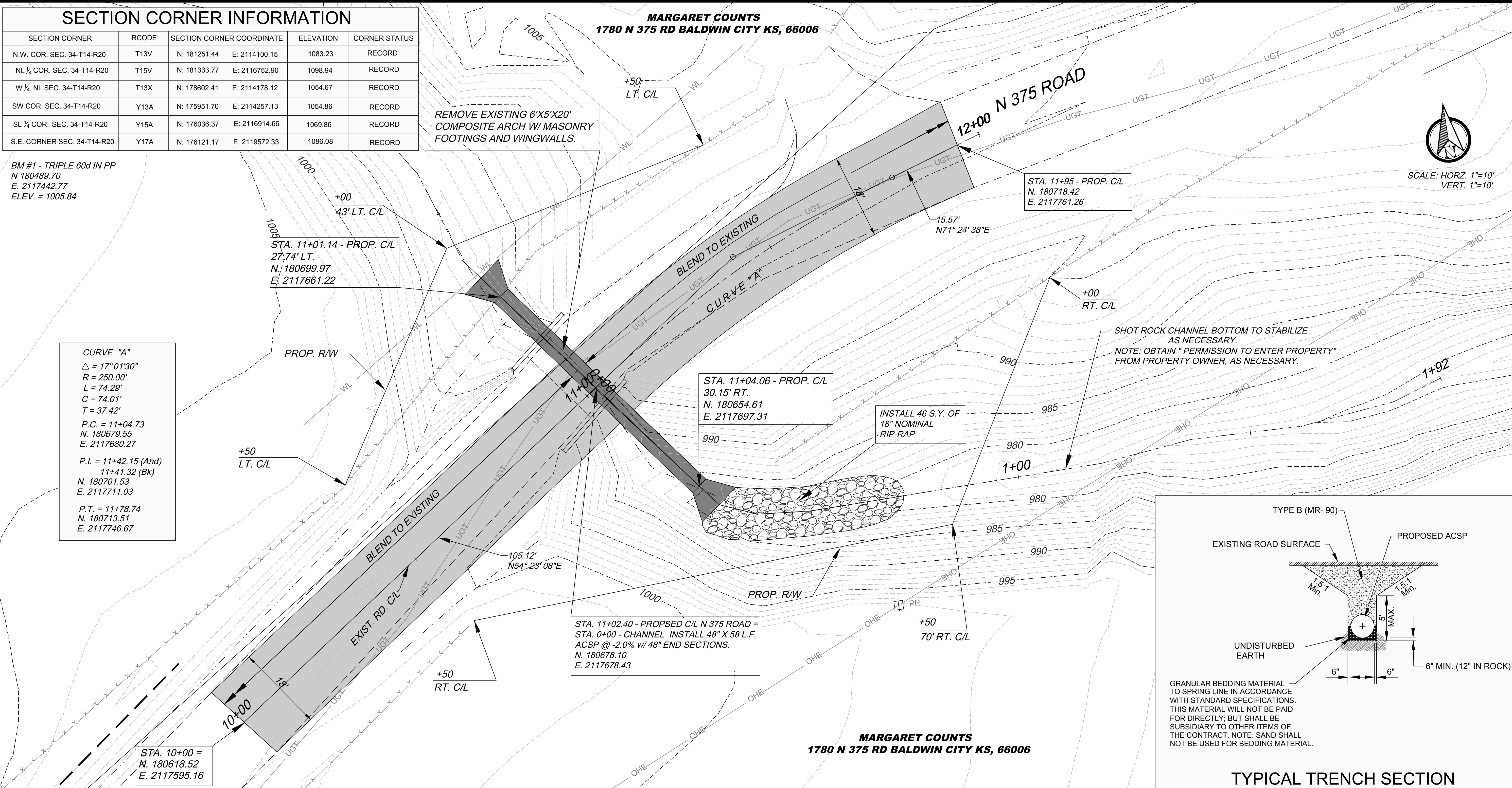
REMOVE EXISTING 6'X5'X20'
COMPOSITE ARCH W/ MASONRY
FOOTINGS AND WINGWALLS.

MARGARET COUNTS
1780 N 375 RD BALDWIN CITY KS, 66006

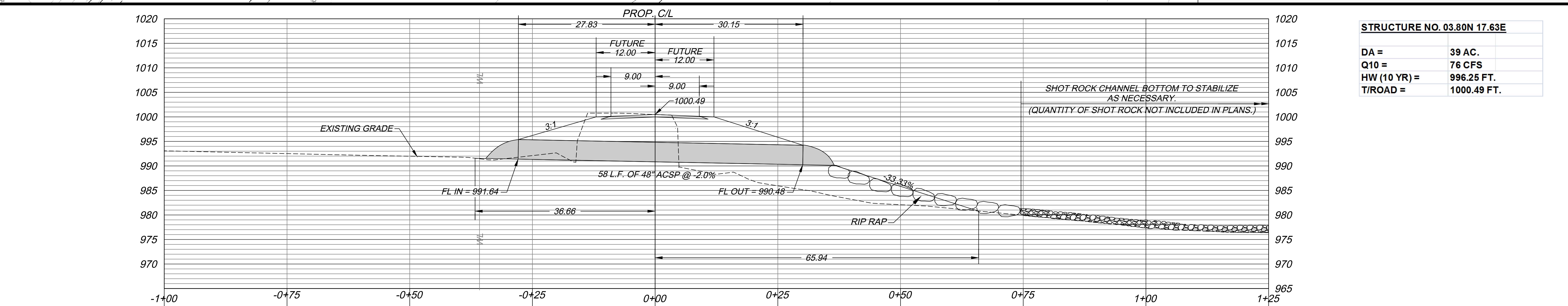


SCALE: HORZ. 1"=10'
VERT. 1"=10'

CURVE "A"
 $\Delta = 17^{\circ}01'30"$
 $R = 250.00'$
 $L = 74.29'$
 $C = 74.01'$
 $T = 37.42'$
 P.C. = 11+04.73
 N. 180679.55
 E. 2117680.27
 P.I. = 11+42.15 (Ahd)
 11+41.32 (Bk)
 N. 180701.53
 E. 2117711.03
 P.T. = 11+78.74
 N. 180713.51
 E. 2117746.67



TYPICAL TRENCH SECTION



STRUCTURE NO. 03.80N 17.63E	
DA =	39 AC.
Q10 =	76 CFS
HW (10 YR) =	996.25 FT.
T/ROAD =	1000.49 FT.

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044

STRUCTURE NO. 0380N 1763E
CHANNEL PLAN AND PROFILE
SHEET 2 OF 4

CULVERT REPLACEMENT
FOR N 375 ROAD

Project: CULVERT REPLACEMENT FOR N 375 ROAD
Project No.: 03801763
Designed By: A.S.
Checked By: T.G.
Drawn By: L.H.
Date: 3/2/12

RESOLUTION NO. _____

**A Resolution of the Board of County Commissioners of Douglas County, Kansas,
Establishing Maximum Charges For Authorized Tow Service Providers and For
Tow Providers Towing a Vehicle Without the Prior Consent of the Owner or
Operator of the Vehicle**

WHEREAS, K.S.A. 19-101, *et seq.* provides the Board of County commissioners of Douglas County, Kansas (the "Board") with home rule authority to transact all County business and perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, pursuant to its home rule authority, the Board has previously adopted Article 15 of Chapter 1 of the Douglas County Code, relating to towing and storing of vehicles at the request of the Sheriff and/or without the prior consent of the owner or operator of the vehicle; and

WHEREAS, Article 15 of Chapter 1 of the Douglas County Code, specifically Section 1-1513, provides that the Board may adopt and amend a resolution from time to time to establish maximum fees and charges for certain towing and vehicle storage services;

WHEREAS, the Board previously adopted Resolution No. 12-38 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 12-38.

NOW THEREFORE, be it resolved by the Board as follows:

SECTION I. Maximum Charges. Pursuant to Section 1-1513 of the Douglas County Code, as amended, the maximum authorized charges for towing, storage and other related services with respect to a vehicle having a licensed gross weight of 18,000 pounds or less towed by an authorized tow service provider pursuant to the County contract tow rotation list or towed by any tow provider without the prior consent of the owner or operator of the vehicle, are as follows:

1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
 - i. \$150 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$3.00 per mile.
 - ii. \$250 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$3.00 per mile, but see Section 13 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.

Subject to Section 12 below, this charge includes clean-up of all accident debris

and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$30 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

3. Exclusive of state recognized holidays, no additional charge shall be assessed for releasing a vehicle between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. For releasing a vehicle during all other times, a maximum charge of: \$35.

4. For tarping a vehicle with broken windows otherwise open to the weather, a maximum single charge of: \$15.

5. For dolly use in towing a vehicle, a maximum charge of: \$50. This charge is addition to the basic tow service charge. A dolly charge cannot be assessed unless a dolly is necessary and actually used to tow the vehicle.

6. For winching, a maximum charge of: \$100 per hour, prorated by each one-quarter hour. This charge includes labor necessary to operate the winch but is in addition to the basic tow service charge.

7. For extraordinary labor for winching and securing the vehicle in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of a vehicle or mechanically necessary to prepare the vehicle for towing, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

8. A tow company may assess reasonable additional charges for extraordinary situations that necessarily and actually require more than one wrecker. The charge for an additional wrecker shall not exceed the maximum charges provided for in this Resolution for the first wrecker.

9. For the waiting or standby time after the wrecker has been at the scene for 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. No additional charge may be assessed for the first 30 minutes of wait or standby time.

10. For a motorist assist involving delivery of fuel, tire changes, unlocks,

jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$60, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

11. If the owner or other authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, and such person is capable of safely operating the vehicle and such vehicle is functional, the vehicle shall, upon request of such person, be disconnected from the towing or removal apparatus. That person shall be permitted to remove the vehicle without interference upon the payment of a reasonable charge of not more than \$60, plus mileage provided above, and no other charge shall be assessed; provided, however, that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

12. For accidents requiring fluid clean-up, a maximum charge of: \$25 for labor and \$5 for floor-dry or similar products to clean up any fluid spills. For extraordinary labor in the clean-up of accident debris and spills in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of accident debris and fluids, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

13. The maximum charges contained in this Resolution shall not apply to trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.

14. Each tow company shall provide to each owner or authorized representative an itemized bill indicating the amount for each service provided.

SECTION II. Repeal. Resolution No. 12-38 is repealed on the effective date of this Resolution

SECTION III. Effective Date. This Resolution shall take effect and be in force from and after the later of the following to occur: (i) its publication once in the official County newspaper, and (ii) November 1, 2012.

IN WITNESS WHEREOF, the foregoing Resolution was adopted this _____ day of October 2012.

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

Mike Gaughan, Chair

Nancy Thellman, Member

ATTEST:

Jim Flory, Member

Jameson D. Shew, County Clerk

AD - Crabtree, Robin

From: AD - Weinaug, Craig
Sent: Monday, October 22, 2012 9:49 AM
To: AD - Crabtree, Robin
Subject: FW: ECC-EOC Option 3 Revised.pdf
Attachments: ECC-EOC Option 3 [1].pdf.pdf

Probable addition to Wednesday's consent item.

Craig

From: Dan Rowe [<mailto:DRowe@TreanorArchitects.com>]
Sent: Monday, October 22, 2012 7:53 AM
To: AD - Weinaug, Craig; ADS - Plinsky, Sarah
Subject: FW: ECC-EOC Option 3 Revised.pdf

Craig and Sarah;

The attached plan has been reviewed and has the concurrence of both Scott and Teri. I believe it will add \$70,000 or less to the project budget already approved by the Commission for the Radio Project. I will prepare a written paragraph to accompany the plan and send it to you, if you would like.

This solution keeps the remodel to a minimum but gets all the spaces that were required. It also keeps both EOCs intact and unchanged. This will allow Scott to use the small EOC as the temporary ECC and keep open the large EOC during emergencies. This should keep all staff in the area during remodel and not require the use of the Jury Assembly. Let me know if you have thoughts or questions.

Thanks,
Dan

From: tsmith@douglas-county.com [<mailto:tsmith@douglas-county.com>]
Sent: Wednesday, October 17, 2012 10:03 AM
To: Dan Rowe; sruf@douglas-county.com
Subject: RE: ECC-EOC Option 3 Revised.pdf

Scott and I have spoken and if the administrative space is 11x11 in revision 3, then we are ok with this plan.

Thanks,

Teri Smith, Director
111 E. 11th Street, Unit 200
Lawrence, KS 66044
(785) 838-2460
(785) 331-9541
tsmith@douglas-county.com
Facebook: www.facebook.com/dgcoem
Twitter: @dgcoem
http://www.douglas-county.com/depts/em/em_home.aspx



"Douglas County, Kansas- where cities and citizens are disaster aware and disaster prepared."

From: Dan Rowe [mailto:DRowe@TreanorArchitects.com]

Sent: Wednesday, October 10, 2012 3:34 PM

To: EC - Ruf, Scott; EM - Smith, Teri

Subject: Fwd: ECC-EOC Option 3 Revised.pdf

Begin forwarded message:

From: "Tathiana Woolery" <twoolery@TreanorArchitects.com>

Date: October 10, 2012 9:56:49 AM EDT

To: "Dan Rowe" <DRowe@TreanorArchitects.com>

Subject: ECC-EOC Option 3 Revised.pdf

Dan,

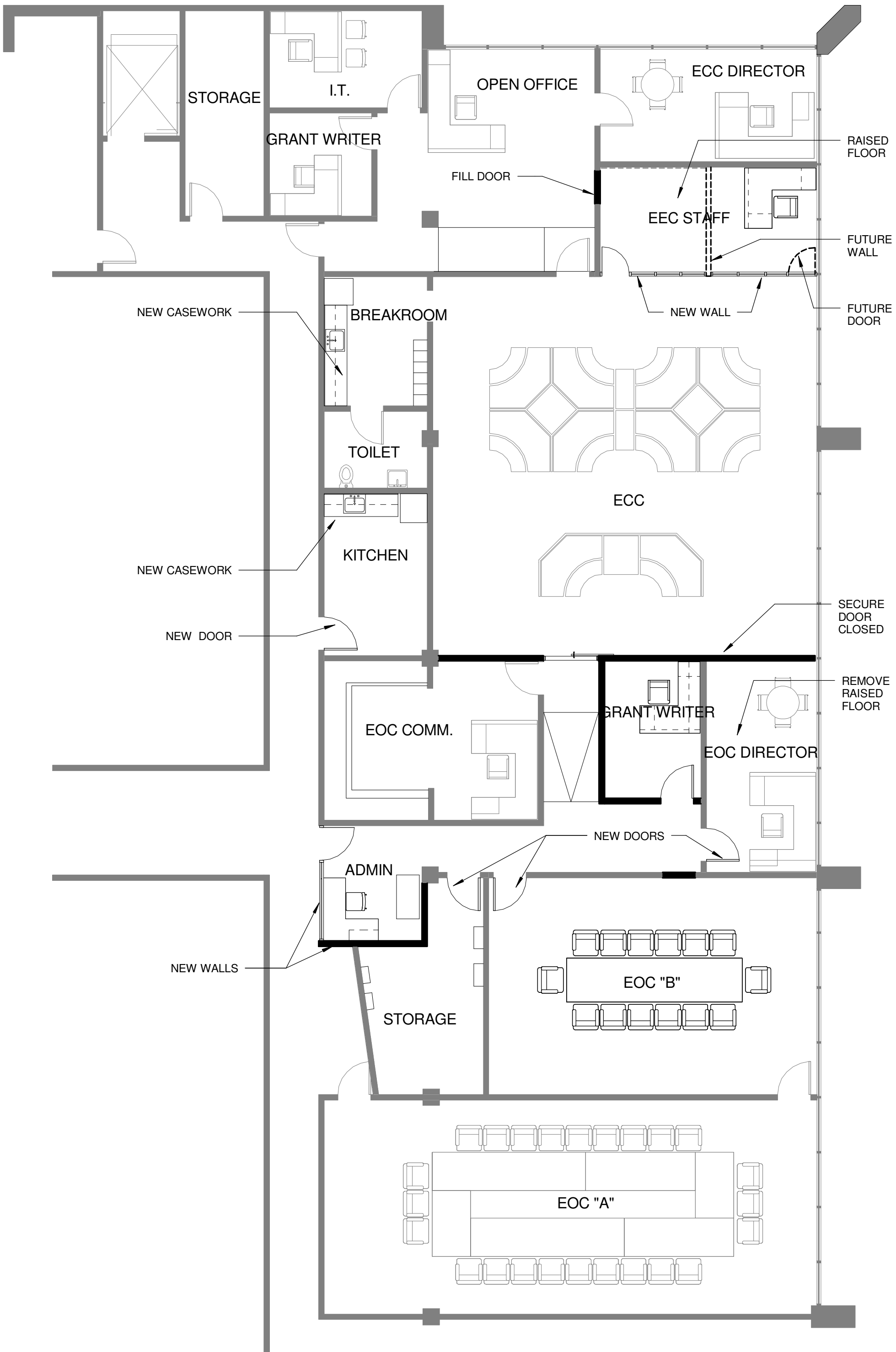
This is Option 3 with the change of moving the south wall of the admin. 2' to make it bigger.

Let me know if you need anything else.

Thanks,

Tathiana

This_email_has_been_scanned_by_the_MessageLabs_Email_Security_System.



DOUGLAS CO. ECC/EOC STUDY

Oct 9, 2012

DESIGN OPTION 3

1/8" = 1'-0"

AD - Crabtree, Robin

From: AD - Weinaug, Craig
Sent: Tuesday, October 23, 2012 10:19 AM
To: AD - Crabtree, Robin
Subject: FW: Walk-on item: purchase of Crack Seal material

Please add to agenda.

Craig

From: PW - Browning, Keith
Sent: Tuesday, October 23, 2012 8:50 AM
To: County Commissioner - Flory, James; County Commissioner - Gaughan, Mike; County Commissioner - Thellman, Nancy
Cc: AD - Weinaug, Craig; PW - Stephens, Doug
Subject: Walk-on item: purchase of Crack Seal material

Commissioners,

We need to walk on an item to tomorrow's agenda: Consider approving purchase of 38,000 lbs of crack seal material at \$0.612/lb. Since the total purchase price of \$23,256 exceeds \$20,000, the Purchasing Policy requires commission approval.

This is a routine purchase that is done annually. We seal cracks beginning in late fall and continuing thru the winter, as weather allows. After using various materials over the years, we have concluded the material from PMSI provides the best results and value. Funds are allocated in Road & Bridge Fund 201 for this purchase.

Crack sealing is one of the most cost effective methods of maintaining paved roads. It prevents moisture from entering the pavement base.

Let me know if you have questions prior to tomorrow's meeting.

Keith

From: PW - Stephens, Doug
Sent: Monday, October 22, 2012 2:24 PM
To: PW - Browning, Keith
Subject: Crack Seal material

Keith,
We received an estimate from PMSI (Paving Maintenance Supply, Inc.) for 38,000# of crack seal material @ \$0.612/pound. This comes out to \$23,256. Our budget amount is \$23,800 (Fund 201 ,LI 71222). Over the past 20 years we have experimented with several types of crack seal material. This material has been used for the last 5-6 years with favorable results. This material is fiber reinforced and has been the most reliable, easiest to use and allows us to turn traffic over faster.

Please let me know if you would like additional information.

Thank You,

Doug Stephens, Operations Division Manager
Douglas County Public Works - Operations
Office (785) 331-1330 x104

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Implementation of the Retiree Attraction Task Force Recommendations and the Reorganization of the Douglas County Senior Services Executive Board

DATE: October 19, 2012

The County Commission has been involved and updated on the implementation of the Retiree Attraction Task Force and their recommendations. City and County staff have approached the Douglas County Senior Services Executive Board (DCSS) about taking ownership of some of the key recommendations, specifically the development and maintenance of a community wide portal. City and County representatives and staff are recommending a change in the relationship with the DCSS, as outlined in the attached cooperation agreement. There will also be changes made to the By-laws for DCSS and the Memorandum of Understanding between the City and DCSS for the use of the facility. These items will be approved by DCSS on October 23rd.

No action is required on the October 24th Agenda. This opportunity is to further discuss the documents and ask questions. Approval the agreements will be on the November 7th Agenda. Staff will be available to discuss any questions or concerns.

DRAFT
COOPERATION AGREEMENT

Between

THE CITY OF LAWRENCE, KANSAS
DOUGLAS COUNTY, KANSAS
and
DOUGLAS COUNTY SENIOR SERVICES, INC

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Douglas County Senior Services, Inc. (hereinafter referred to as "DCSS").

RECITALS

WHEREAS, the City, the County, and DCSS desire to continue cooperation in the planning and implementation of providing services to residents of Lawrence and Douglas County age 55 and older; and

WHEREAS, the purpose of DCSS as defined in its by-laws is to create opportunities that allow older Douglas County residents to remain independent and active in their homes and communities; and,

WHEREAS, a 12-member task force charged with developing recommendations to assist the City and County in retaining and attracting retirees was appointed in July 2011 and presented recommendations in May 2012 as part of the Retiree Attraction and Retention Final Report; and,

WHEREAS, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Douglas County Senior Services, Inc., for the purposes set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1 **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County residents over the age of 55 and to implement the recommendations outlined in the final report of the Retiree Attraction and Retention Task Force.

Section 2 **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and DCSS agree to the following:

- 1) In consultation with the City and County, DCSS shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a DCSS employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including oversight and administration of the senior center, senior meals, leisure and learning, community services and transportation programs.
- 3) Additional responsibilities of the Executive Director shall be coordinated with the City and County in implementing the recommendations of the final report of the Retiree Retention and Attraction Task Force, including but not limited to:
 - a. Development of a community portal as a single source of information about local services, programs, events, and activities available to people 55 years of age and older;
 - b. Assisting with support of advisory groups relating to retiree and aging issues;
 - c. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community;
 - d. Establishing an ambassador program comprised of volunteers to host retirees considering Lawrence as a place to live; and
 - e. Oversight of a marketing plan to attract retirees to Lawrence and Douglas County.
- 4) It is agreed that DCSS will provide to the City and County governing bodies quarterly reporting on the progress of DCSS and annual reporting during a joint meeting of the governing bodies of the City and County.
- 5) DCSS shall serve as coordinating entity for communication regarding services and programs for residents age 55 and older throughout Douglas County.
- 6) Financial and operational support for the services provided by DCSS will be provided in the following ways:
 - a. Use of a City facility for senior services programming and housing of the administrative functions of DCSS as outlined in a separate Facility Agreement;
 - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
 - c. The City, County and DCSS agree to work to establish partnerships with other entities to aid in funding a marketing program relating to attraction of retirees to Lawrence and Douglas County. The City and County each agree to provide 50% of the remaining funding for a marketing program, subject review in the budget process;
 - d. The City and County each agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% of the cost of the DCSS Executive Director position above that included in the 2012 agency budget.
 - e. Private donations; and
 - f. Federal and state grants awarded directly to DCSS.

Section 3 APPROVAL. This Agreement is effective upon being approved the governing bodies and signed by the appropriate representatives of the City, County and DCSS. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

Section 4 APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 5 SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF THE CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the ____ day of _____, 2012.

Robert Schumm, Mayor

Attest:

Jonathan Douglas, City Clerk

ON BEHALF OF DOUGLAS COUNTY, KANSAS

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the ____ day of _____, 2012.

Mike Gaughan, Chair, Board of Commissioners

Attest:

Jamie Shew, County Clerk

ON BEHALF OF DOUGLAS COUNTY SENIOR SERVICES, INC

This Agreement is approved as authorized by the Board of Directors of Douglas County Senior Services, Inc. on the _____ day of _____, 2012.

Kenny Massey, Chair

BYLAWS OF

DOUGLAS COUNTY SENIOR SERVICES, INC.

Revised October 23, 2012

Article I. Name and Office

1. The name of the organization shall be Douglas County Senior Services, Inc. hereinafter referred to as the "Corporation."
2. The principal office of the Corporation shall be located at 745 Vermont, Lawrence, Kansas 66044.

Article II. Purpose of the Corporation

The purpose of the Corporation as defined in the mission statement is to create opportunities that allow Douglas County residents fifty-five (55) years and older to remain independent and active in their homes and community . Federally supported transportation, outreach, information and assistance and meals programs are provided for individuals sixty (60) and older.

Article III. Board of Directors

1. The Board of Directors, hereinafter referred to as the "Board," shall be composed of no more than eleven (11) members. The Board will be appointed by the City of Lawrence and Douglas County Commission. The City of Lawrence will have appointing authority for five (5) members and the Douglas County Commission will appoint six (6) members of the Board. The City of Lawrence and the Douglas County Commission will strive to have representation from throughout Douglas County, Eudora, Lecompton, Baldwin City and Lawrence.
2. Members of the Board shall be residents of Douglas County. A minimum of one-third (1/3) shall be sixty (60) years of age or older. Members of the Board shall serve staggered three (3) year terms. No member shall serve more than two (2) consecutive three (3) year terms. All members shall serve until their successors have been appointed. The effective dates of regular appointments shall be January 1 and continue for a three (3) year period.
3. The appointing authorities(City of Lawrence and Douglas County Commission) may replace any Board member who is absent three (3) consecutive meetings without just cause, or who attends less than one half (1/2) of the Board meetings during any twelve (12) month period.
4. In the event of a Board member's death, resignation, or inability to continue to serve, a successor shall be appointed by the appropriate appointing body to serve the unexpired term of such vacating member.

5. The Board shall meet at least six (6) times annually. The time and place shall be determined by the Board. All meetings of the Board shall be open to the public unless otherwise determined to be closed by the Chair.
6. The Chair may call a special meeting of the Board on notice given to each Board member by telephone, letter, electronic transmission (e-mail), or in person and shall call in like manner such a meeting on written or oral request of at least three (3) members of the Board.
7. The Board, in consultation with the City of Lawrence and Douglas County Commissions, shall select and employ an Executive Director who shall serve at the pleasure of the Board. Within the scope of the authority delegated by the Board, the Executive Director shall be responsible to the Board for the efficient operation and management of the Corporation in all of its activities and departments in accordance with policies adopted by the Board. The Executive Director shall be the Chief Operating Officer of the Corporation and shall have the right of the floor but shall not vote.

Article IV. Officers of the Board

1. The Officers of the Board shall include a Chair, Vice-Chair, Secretary, and Treasurer. The Officers shall be members of the Board of Directors.
2. The Chair shall be the Chief Executive Officer of the Board, shall see that Executive Director carries out the policies of Board, shall have the general direction and supervision of the other officers and see that their duties are properly performed, shall make reports to the Board, and shall perform such duties as are required by the Board. The Chair shall only have a vote on Board business in the event of a tie vote.
3. The Vice-Chair shall exercise the functions of the Chair during the absence of the Chair and shall perform such other duties as may be required for the board.
4. The Secretary shall be responsible for the minutes of all meetings and shall make such reports and perform such duties as are incidental to the office or are required by the Board. The Secretary shall exercise the functions of the Chair during the absence of the Chair and Vice-Chair.
5. The Treasurer shall be responsible for overseeing all funds of the Corporation; shall see that regular books of accounting of all funds are maintained; and shall render at the request of the Boards on accounting of all transactions and an accounting of the financial condition of the corporation. The Treasurer shall be appropriately bonded and shall also serve as resident agent for the Corporation. The Treasurer shall exercise the functions of the Chair during the absence of the Chair, Vice-Chair, and Secretary.
6. In the event of an Officer's death, resignation, or inability to continue to serve, a successor shall be recommended by the Nominating Committee and elected by the Board.

Article V. Committees of the Board

1. The Executive Committee shall be composed of the Officers of the Board. The Executive Committee shall act on behalf of the Board between meetings of the Board.
2. The Board may establish such standing and/or Ad Hoc Committees as the Board may deem advisable.
3. The Chair shall appoint persons to appropriate Committees of the Board. All Committees shall be responsible to the Board. The Chair and Executive Director shall serve as ex officio members of all committees.
4. The Executive Committee shall be empowered to call a special meeting of any Committee of the Board when it is deemed necessary to expedite the functioning of the Board.
5. A Nominating Committee shall be appointed consisting of no less than three (3) individuals. The Nominating Committee shall make recommendations to the Board for the election of officers.

Article VI. Elections

1. The Officers shall be elected annually by the Board at the December meeting and shall hold office for a term of one (1) year, commencing January 1.
2. The Nominating Committee shall present to the Board the name of one (1) candidate for each office one month prior to the election of Officers. Other nominations may be made from the floor by a Board member at the time of election, provided consent of the nominee has been obtained.
3. A majority vote of all members of the Board present shall be necessary to constitute an election.
4. A written ballot shall be required only when there is more than one (1) candidate for an office.

Article VII. Quorum

1. A quorum of the Board shall consist of one (1) more than one-half (1/2) of the number of current Board members, but a smaller number of members may adjourn without further notice until a quorum is secured.

Article VIII. Annual Meeting

1. The Annual meeting of the Corporation shall be held no later than the first of March in each year. Written notice of each annual meeting shall be given to each Board Member, either personally, by mail, by electronic transmission (e-mail) or other means of written communication, not less than ten (10) days before each annual meeting, and shall specify the place, the day, and the hour of such meeting. A Press Release is issued notifying the public of the place, the date, and the hour of such meeting, not less than ten (10) days before each annual meeting. At such meeting, the Board shall present an annual report of activities, accomplishments, and challenges during the previous fiscal year.

Article IX. Amendment of Bylaws

1. Written notice of any proposed amendment shall be given to the Board at least (10) a day in advance of the meeting at which it is to be presented for vote.
2. No amendment to the Bylaws shall be made unless two-thirds (2/3) of the membership of the Board shall vote in favor thereof.

Article X. Parliamentary Authority

1. The rules contained in the current edition of Robert's Rules of Order, Newly Revised shall govern in all instances in which they are applicable and in which they are not inconsistent with these Bylaws.

Chair

Date

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of Lawrence, Kansas, a municipal corporation (hereafter "City") and Douglas County Senior Services, Inc., a Kansas not-for-profit corporation (hereafter "DCSS").

WHEREAS, City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, located on the northwest corner of 8th and Vermont Streets, Lawrence, Kansas (hereafter "Building"); and

WHEREAS, DCSS has occupied and by this Agreement will continue to occupy the portion(s) of Building setforth and identified on Exhibit "A" hereto for the purpose(s) and consideration and in accordance with the terms, conditions, promises and agreements herein stated (hereafter "Leased Space").

NOW THEREFORE, in consideration of the terms, condition, promises and obligations of the parties, the nature, extent and sufficiency of which are agreed to by the parties, they hereby agree, as follows:

1. The above-stated recitals are by reference incorporated herein and made a part of this Agreement as here if fully restated herein.

2. The initial term of the Agreement shall be for a period of ten (10) years, commencing the ____ day of _____, 2012, and continuing through the end of the ____ day of _____ 20____, unless sooner terminated pursuant to the terms of Agreement.

3. If, at least three (3) months before the end of the initial term of agreement, or the termination date of any subsequent renewal period, DCSS shall notify City in writing delivered to and received by the Lawrence City Clerk that it desires to continue its use of that portion of Building identified Exhibit "A" hereto as a Senior Center, the parties shall, within thirty (30) days of the date of the written request to renew, meet and confer on such request. During such meeting the parties shall agree to continue the use of said property by DCSS under the same terms and conditions as provided in the then current Agreement; shall agree to changes to or modifications of the then current Agreement; or upon the advice of either party the Agreement shall terminate and be of no further force and affect following the termination date setforth in the then current Agreement. Upon the renewal of Agreement, with or without changes, to be agreed to by the parties, each such renewal shall be for a period of five (5) years, unless the parties agree otherwise.

4. DCSS shall do, or cause to be done, at its sole cost and expense:

a. Maintain the leased premises in a good, safe, clean and sanitary condition.

b. Keep the interior of Leased Premises, including walls, windows, ceiling and floors, including floor coverings, in a good and safe state of repairs.

c. Pay City the sum of one-dollar (\$1.00) the amount and upon the signing of Agreements sufficiency of which are acknowledged by City.

d. Shall pay to City, within ten (10) days from the date City delivers written notice to DCSS of its share of the current charges for providing gas and electrical services to the entire Building, with DCSS's share of the total bills being forty percent (40%), which represents the proportion of Leased Premises to the entire interior square footage of Building.

5. DCSS shall, at its own cost, carry a Tenant's insurance policy whereby its personal property on located in or on the Building is insured for loss or damage caused by fire, wind, hail, water, tornado, theft, vandalism and other forms of coverage customarily provided by such insurance policies. The policy(ies), shall be written and issued by an insurance company(ies) duly authorized to do business in the state of Kansas. A copy of such insurance policy(ies), or a declaration of such policy(ies) shall be delivered to the office of the City Clerk for the City and shall provide that such policy(ies) shall not be cancelled without thirty (30) days advance written notice addressed to the office of said City Clerk.

The policy(ies) of insurance to be provided by DCSS shall contain a non-subrogation clause providing that neither the insured or its insurer can make and sustain a claim against City for any loss to the insured property caused by the contribution, fault or failure of City, its agents, servants, employees, guest, or officials, elected or appointed. DCSS shall immediately notify its insurance company of this non- subrogation requirement and cause such to be endorsed on all policies issued to cover its said property.

6. City shall do, or cause to be done, at its sole cost and expense, the following:

a. Maintain and keep in a good state of repair the roof, exterior walls, entrances and approaches to Building.

b. Provide, without cost to DCSS, water, sewer and sanitation services for the entire Building.

c. Share the cost of gas and electricity for Building with DCSS, in accordance with the formula setforth in paragraph 4d. hereof.

d. Maintain the trees, shrubs, flower beds and grounds located around Building.

e. Cause to be added to or endorsed on the policy(ies) of insurance issued to cover loss and damage to Building caused by fire, wind, hail, water and other extended coverage, a non- subrogation clause whereby it relieves DCSS, its members, guest, employees, servants, agents, officials, elected or appointed, from subrogation by DCSS and/or its insurance company(ies) for loss or damage to Building caused by or contributed to by any of them. City shall provide DCSS a copy of said policy(ies) so endorsed, or a written declaration of such coverage. The policy(ies) shall also provide that it will not be cancelled without thirty (30) days prior written notice addressed to DCSS at Premises.

7. It is recognized and understood by the parties that at some unknown time City may have a public need for DCSS to vacate and surrender Leased Premises to City prior to the end of the regular or renewal period of Agreement then in effect. DCSS agrees, that upon written notice by City it will vacate the Leased Premises no later than ninety (90) days of such notice to vacate.

8. It is understood and agreed that DCSS shall use the Leased Space solely for purposes of providing assistance, advice and recreation for senior citizens of Douglas County, Kansas, and guests.

9. It is further understood and agreed that DCSS shall not sublet, or otherwise permit any other person or entity to occupy or use any portion of Leased Space without the express written authorization of City.

10. It is understood and agreed that Agreement is not assignable by DCSS without the express written permission of City.

11. The parties agree that all renewals of and modifications and amendments to Agreement shall be in writing duly approved by the parties.

In Witness Whereof this Agreement is executed on behalf, and at the direction, of the parties on the dates(s) shown, with the last of those dates to be the effective date of Agreement.

City of Lawrence, Kansas,
a municipal corporation

By: _____ September _____, 2012
David L. Corliss, City Manager

Douglas County Senior
Services, Inc., a
Kanas Corporation

By: _____ September _____, 2012
Kenny Massey, Chair, Board of Directors