

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, MARCH 4, 2013

-9:00 a.m. –Primary Election Canvass for City Commission Election

WEDNESDAY, MARCH 6, 2013

6:35 p.m.

-Proclamation declaring March 10-17, 2013 as “Ninth Street Missionary Baptist Church Anniversary Celebration Week”

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 2012 Township Annual Reports (Debbie Sparkes)
- (c) Consider approval of funding agreement for radio project with University of Kansas (Scott Ruf)
- (d) Consider approval of tower lease with TFM Comm for radio project (Scott Ruf)
- (e) Authorize purchase of six (6) 2013 Ford Police interceptor Utility vehicles for Sheriff’s office (Ken McGovern)

REGULAR AGENDA

- (2) **CUP-12-00099** Consider revised phasing schedule for Big Springs Quarry, CUP-12-09-06, located at 2 North 1700 Road, Lecompton. Submitted by Eric Bettis, for Mid-States Materials; operator of Big Springs Quarry. Mary Miller will present.
 - (3) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Lawrence Douglas County Metropolitan Planning Commission 05/13**
 - Heritage Conservation Council 05/13**
 - Property Crimes Compensation Board 04/13**
 - (c) Public Comment
 - (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, MARCH 13, 2013

-Contract for construction management service for new Public Works facility (Sarah Plinsky)

6:35 p.m.

-Public Meeting on Sheep Shearing Open Farm Day (Natayla Lowther)

WEDNESDAY, MARCH 20, 2013 – Light Meeting

WEDNESDAY, MARCH 27, 2013

WEDNESDAY, MAY 22, 2013-Cancelled

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.



Office of the County Commission
PROCLAMATION
For Douglas County, Kansas

Whereas, the Ninth Street Missionary Baptist Church (“Ninth Street”), 847 Ohio Street, Lawrence Kansas, was established in 1863 by the New England Immigrant Aid Society, under the direction of Father Bateman, as Second Missionary Baptist Church; and

Whereas, prior to being named Ninth Street, the church was known as the Warren Street Baptist Church; and

Whereas, in addition to its work in establishing Ninth Street, the New England Immigrant Aid Society had as a goal to help establish a new community, now called the City of Lawrence, that would be instrumental in voting to make Kansas a “free state”; and

Whereas, the members of the early Ninth Street congregation were actively engaged, as a part of its ministry, in the New England Immigrant Aid Society’s “free state” movement; and

Whereas, 150 years later, Ninth Street and the members of its congregation continue to be actively engaged in ministry aimed at serving the Lawrence, Kansas and surrounding communities by contributing to the spiritual, cultural and financial growth of residents in the area; and

Whereas, Ninth Street ministries regularly engage in charitable outreach activities by assisting with housing, clothing, food and other basic necessities of those in need; and

Whereas, Ninth Street’s ministries are further aimed at fostering Discipleship, Stewardship, Fellowship, and Friendship in meeting the needs of its community; and

Whereas, Ninth Street’s mission is to strive to be a “healthy congregation of called out, fully committed Christians, transforming the world for Christ”; and

Whereas, March 11-17, 2013, Ninth Street will celebrate its 150th anniversary and the significance of its rich history over the years to the Lawrence, Kansas community, including the “free state” movement.

NOW THEREFORE, BE IT RESOLVED THAT, We, the Board of County Commissioners, Douglas County, Kansas, do hereby recognize Ninth Street for 150 years of dedicated service to its community through its various ministries; and declare March 10-17, 2013 as

“Ninth Street Missionary Baptist Church 150th Anniversary Celebration Week”

And the Board extends its wishes for Ninth Street’s continued success with its community outreach ministry efforts over many years to come.

ADOPTED this 6th day of March, 2013.

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

Mike Gaughan, Chairman

Nancy Thellman

Jim Flory



To: County Commission of Douglas County

From: Debbie Sparkes, Budget Director

Date: February 25, 2013

Subject: 2012 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.

Recommended Action:

Staff recommends approving the township annual reports.

2012
Clinton Township Annual Report
Summary

		General	Equipment Reserve	Total
RECEIPTS:				
Beginning Balance		13,472.45	20,000.00	33,472.45
Douglas Co Treasurer	tax payments	180,125.68	0.00	180,125.68
Dg Co Treas-reimb dust pallative	dust palliative	660.00	0.00	660.00
Interest on Checking	interest	44.39	0.00	44.39
Refunds	refund	40.32	0.00	40.32
Tubes & Culverts	reimbursements	0.00	0.00	0.00
	miscellaneous	0.00	0.00	0.00
Transfer from General			10,000.00	10,000.00
TOTAL RECEIPTS		180,870.39	10,000.00	190,870.39
EXPENDITURES:				
Equipment Payments	equipment payments	42,581.62	0.00	42,581.62
Equipment	equipment	0.00	0.00	0.00
Fuel	fuel	11,280.02	0.00	11,280.02
Hired Services	hire	1,095.00	0.00	1,095.00
Insurance	insurance	10,341.00	0.00	10,341.00
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00
Payroll Withholdings	payroll taxes	15,016.89	0.00	15,016.89
Per Diem - Officer Meetings	per diem	2,438.28	0.00	2,438.28
Repairs	repairs	5,628.70	0.00	5,628.70
Road Materials	road materials	28,990.13	0.00	28,990.13
Supplies	supplies	3,798.78	0.00	3,798.78
Utilities	utilities	2,726.01	0.00	2,726.01
Wages	wages	32,704.00	0.00	32,704.00
Transfer to Equipment Reserve		10,000.00		10,000.00
TOTAL EXPENDITURES		166,600.43	0.00	166,600.43
Year End Balance		27,742.41	30,000.00	57,742.41

2012
Eudora Township Annual Report
Summary

		General	Road	Fire	Library	Special Equipment	Total
RECEIPTS:							
Beginning Balance		183,217.60	161,921.00	47,360.48	0.00	99,317.46	491,816.54
Douglas Co Treasurer	tax collections	47,145.37	239,321.83	110,833.56	153,145.64	0.00	550,446.40
Dg Co Treas-reimb dust pallative	dust palliative	2,310.00	0.00	0.00	0.00	0.00	2,310.00
Interest on Checking	interest	619.50	0.00	0.00	0.00	0.00	619.50
Refunds	refund	1,648.00	0.00	0.00	0.00	0.00	1,648.00
Tubes & Culverts	reimbursements	0.00	1,053.20	0.00	0.00	0.00	1,053.20
Miscellaneous	miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
FEMA	FEMA	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from							
TOTAL RECEIPTS (w/o balance)		51,722.87	240,375.03	110,833.56	153,145.64	0.00	556,077.10
EXPENDITURES:							
Equipment	equipment payments	0.00	27,475.30	46,967.74	0.00	0.00	74,443.04
Equipment	equipment	4,504.00	2,587.00	11,657.37	0.00	0.00	18,748.37
Fuel	fuel	0.00	20,179.21	1,235.09	0.00	0.00	21,414.30
Hired Services	hire	3,790.00	0.00	0.00	0.00	0.00	3,790.00
Insurance	insurance	4,398.00	10,171.00	0.00	0.00	0.00	14,569.00
Meeting & Mileage	meeting & mileage	0.00	0.00	10,300.00	0.00	0.00	10,300.00
Payroll Withholdings	payroll taxes	14,725.06	17.50	0.00	0.00	0.00	14,742.56
Per Diem - Officer Meetings	per diem	3,400.00	0.00	300.00	0.00	0.00	3,700.00
Repairs	repairs	0.00	0.00	0.00	0.00	0.00	0.00
Road Materials	road materials	35.04	82,857.91	0.00	0.00	0.00	82,892.95
Supplies & Repairs	supplies	3,163.96	9,559.85	20,625.45	0.00	0.00	33,349.26
Utilities	utilities	5,407.96	91.78	1,517.74	0.00	0.00	7,017.48
Wages	wages	0.00	37,262.62	0.00	0.00	0.00	37,262.62
Fire Chief	fire chief	0.00	0.00	943.50	0.00	0.00	943.50
Assistant Fire Chief	asst chief	0.00	0.00	0.00	0.00	0.00	0.00
Eudora Library	Eudora Library	0.00	0.00	0.00	153,145.64	0.00	153,145.64
City of Eudora	City of Eudora	3,200.00	0.00	0.00	0.00	0.00	3,200.00
Transfer to Special Equipment							0.00
TOTAL EXPENDITURES		42,624.02	190,202.17	93,546.89	153,145.64	0.00	479,518.72
Year End Balance		192,316.45	212,093.86	64,647.15	0.00	99,317.46	568,374.92

2012 GRANT TOWNSHIP ANNUAL REPORT

Summary

	General	Community Center
<u>RECEIPTS:</u>		
Balance 1-1-12	29,122.44	8,766.82
Douglas Co Treasurer	216,589.57	
Dg Co Treas-reimb dust pallative	530.00	
Interest on Savings	31.69	
Refunds	0.00	160.00
Tubes & Culverts	0.00	
Miscellaneous	3,201.85	
Rent on building		33,725.00
TOTAL RECEIPTS	249,475.55	42,651.82
<u>EXPENDITURES:</u>		
Equipment	804.75	3,692.53
Fire Contract City of Lawrence	115,000.00	
Fuel	13,151.62	
Hired Services		4,400.00
Insurance	9,606.97	2,328.00
Loan Payments	16,725.54	
Payroll Withholdings	8,740.04	
Per Diem - Officer Meetings	6,843.20	
Repairs		3,480.31
Road Materials	16,664.88	
Supplies	3,893.10	
Utilities		7,884.32
Wages	26,772.01	
Building Repairs	371.86	
TOTAL EXPENDITURES	218,573.97	21,785.16
BALANCE 12-31-12	30,901.58	20,866.66

**Kanwaka Township Annual Report
Summary**

	General	Road	Fire	Special Equipment	Fire Contributions	Total
RECEIPTS:						
Beginning Balance	309.32			82,169.69	21,041.85	103,520.86
Douglas Co Treasurer	499,616.75					499,616.75
Dg Co Treas-reimb dust pallative	120.00					120.00
Interest on Checking	161.17			75.13	19.25	255.55
Entrance Permit						0.00
Chili Feed & Contributions	1,000.00				937.50	1,937.50
Sale of Equipment	3,400.00					3,400.00
Township Hall Use	535.00					535.00
Refunds & Reimbursements	3,013.58					3,013.58
Transfer from General						0.00
TOTAL RECEIPTS (w/o balance)	507,846.50			75.13	956.75	508,878.38
EXPENDITURES:						
Equipment		110,000.00	58,940.84			168,940.84
Fuel		19,879.34				19,879.34
Hired Services	3,466.24	773.13	533.13			4,772.50
Insurance	22,448.49					22,448.49
Health Insurance		6,397.40				6,397.40
Medical						0.00
Building Lease		7,125.00	2,375.00			9,500.00
Payroll Withholdings		40,573.37	1,363.59			41,936.96
Per Diem - Officer Meetings	14,550.00					14,550.00
Road Materials		56,546.32				56,546.32
Supplies & Repairs	7,014.25	38,874.22	13,431.62			59,320.09
Utilities	3,401.60	20,210.59	5,319.16			28,931.35
Wages		68,625.77	6,109.08			74,734.85
Transfer to Special Equipment						0.00
TOTAL EXPENDITURES	50,880.58	369,005.14	88,072.42	0.00	0.00	507,958.14
Year End Balance	197.68			82,244.82	21,998.60	104,441.10

2012
Lecompton Township Annual Report
Summary

		General	Road	Total
RECEIPTS:				
Beginning Balance		2,397.50	135,840.80	138,238.30
Douglas Co Treasurer	tax collections	36,908.51	293,670.40	330,578.91
Dg Co Treas-reimb dust palliative	dust palliative	0.00	0.00	0.00
Interest on Checking	interest	881.20	0.00	881.20
Refunds	refund	4,651.85	0.00	4,651.85
Tubes & Culverts	tubes & permits	0.00	0.00	0.00
Miscellaneous	miscellaneous	7,365.00	0.00	7,365.00
FEMA - State of Kansas	FEMA	0.00	0.00	0.00
TOTAL RECEIPTS (w/o balance)		49,806.56	293,670.40	343,476.96
EXPENDITURES:				
Equipment	loan payments	0.00	0.00	0.00
Equipment	equipment	0.00	54,605.22	54,605.22
Fuel	fuel	0.00	29,422.98	29,422.98
Hired Services	hire	0.00	4,050.00	4,050.00
Insurance	insurance	10,771.00	239.00	11,010.00
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00
Payroll Withholdings	payroll taxes	19,493.47	43.00	19,536.47
Per Diem - Officer Meetings	per diem	8,300.00	150.00	8,450.00
Repairs	repairs	0.00	26,282.31	26,282.31
Road Materials	road materials	0.00	80,082.92	80,082.92
Supplies	supplies	396.89	21,695.65	22,092.54
Utilities	utilities	3,265.96	239.40	3,505.36
Wages	wages	0.00	45,146.75	45,146.75
New Building	new building	0.00	30,371.25	30,371.25
Transfer to Special Equipment				0.00
TOTAL EXPENDITURES		42,227.32	292,328.48	334,555.80
Year End Balance		9,976.74	137,182.72	147,159.46

**2012
Marion Township Annual Report
Summary**

		General	Road	Special Equipment	Total
RECEIPTS:					
Beginning Balance		1,197.75	17,259.57	205,066.18	223,523.50
Douglas Co Treasurer	tax collections	140,508.63	198,358.50	0.00	338,867.13
Dg Co Treas-reimb dust palliative	dust palliative	935.60	0.00	0.00	935.60
Interest on Checking	interest	508.91	0.00	0.00	508.91
Refunds	refund	291.51	513.00	0.00	804.51
Tubes & Culverts	reimbursements	45.00	0.00	0.00	45.00
Miscellaneous	miscellaneous	1,119.00	0.00	0.00	1,119.00
FEMA	FEMA	0.00	0.00	0.00	0.00
Transfer from General & Road				65,000.00	65,000.00
TOTAL RECEIPTS (w/o balance)		143,408.65	198,871.50	65,000.00	407,280.15
EXPENDITURES:					
Equipment	equipment payments	0.00	0.00	0.00	0.00
Equipment	equipment	0.00	57,971.00	63,396.00	121,367.00
Fuel	fuel	14,618.24	10,668.75	0.00	25,286.99
Hired Services	hire	200.00	240.00	0.00	440.00
Insurance	insurance	750.00	12,194.00	0.00	12,944.00
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00	0.00
Payroll Withholdings	payroll taxes	15,797.23	5,263.08	0.00	21,060.31
Per Diem - Officer Meetings	per diem	1,200.00	1,350.00	0.00	2,550.00
Repairs	repairs	6,375.28	2,717.69	0.00	9,092.97
Road Materials	road materials	30,586.42	17,915.71	0.00	48,502.13
Supplies	supplies	12,618.41	4,950.53	0.00	17,568.94
Utilities	utilities	3,418.52	1,131.45	0.00	4,549.97
Wages	wages	31,033.01	30,891.98	0.00	61,924.99
Miscellaneous	miscellaneous	0.00	0.00	0.00	0.00
Transfer to Special Equipment		18,000.00	47,000.00	0.00	65,000.00
TOTAL EXPENDITURES		134,597.11	192,294.19	63,396.00	390,287.30
Year End Balance		10,009.29	23,836.88	206,670.18	240,516.35

**PALMYRA TOWNSHIP
SUMMARY OF RECEIPTS AND EXPENDITURES FOR 2012**

		General Fund	Road Fund	Fire Fund	Fire Reserve	Machinery Fund	Total
<u>RECEIPTS:</u>	<u>sort titles</u>						
Balance January 1		52,111.67	36,690.78	0.00	27,496.21	115,029.31	231,327.97
Douglas Co Treasurer	tax collections	98,346.27	380,683.93	73,077.76	0.00	0.00	552,107.96
Interest on Checking	interest	544.89	0.00	0.00	0.00	0.00	544.89
Refunds & Reimbursements	reimbursement	50.36	4,317.14	0.00	0.00	0.00	4,367.50
Transfer from Fire	transfer from fire	0.00	0.00	0.00	8,537.29	0.00	8,537.29
Transfer from Road	transfer from road	0.00	0.00	0.00	0.00	83,240.00	83,240.00
TOTAL RECEIPTS		151,053.19	421,691.85	73,077.76	36,033.50	198,269.31	880,125.61
<u>EXPENDITURES:</u>							
Wages	wages	250.00	118,511.03	0.00	0.00	0.00	118,761.03
Withholdings	payroll withholding	24,818.30	23,072.23	0.00	0.00	0.00	47,890.53
Health Insurance	health insurance	2,395.92	2,730.12	0.00	0.00	0.00	5,126.04
Life Insurance	life insurance	154.80	154.80	0.00	0.00	0.00	309.60
Meetings	per diem	13,479.12	2,545.86	0.00	0.00	0.00	16,024.98
Utilities	utility	5,609.97	0.00	2,403.12	0.00	0.00	8,013.09
Insurance	insurance	32,768.57	0.00	0.00	0.00	0.00	32,768.57
Hired services	hire	1,175.00	4,460.00	226.02	0.00	0.00	5,861.02
Fire Chief Pay	fire chief	900.00	0.00	0.00	0.00	0.00	900.00
Firemans Pay	fire pay	3,545.00	0.00	0.00	0.00	0.00	3,545.00
Supplies	supplies	5,628.78	14,116.91	2,102.19	0.00	0.00	21,847.88
Repairs	repairs	534.52	37,522.93	9,793.21	0.00	0.00	47,850.66
Fuel	fuel	26,047.93	42,474.18	3,018.17	0.00	0.00	71,540.28
Equipment	equipment	0.00	0.00	24,288.65	0.00	113,500.00	137,788.65
Truck payment	equipment payment	0.00	0.00	22,515.78	0.00	0.00	22,515.78
Road rock, tubes, culverts	road materials	19,398.33	92,614.05	0.00	0.00	0.00	112,012.38
Transfer to Fire Reserve	transfer to fire reserve	0.00	0.00	8,537.29	0.00	0.00	8,537.29
Transfer to Machinery	transfer to machinery	0.00	83,240.00	0.00	0.00	0.00	83,240.00
TOTAL EXPENDITURES		136,706.24	421,442.11	72,884.43	0.00	113,500.00	744,532.78
Balance December 31		14,346.95	249.74	193.33	36,033.50	84,769.31	135,592.83

2012
Willow Springs TOWNSHIP ANNUAL REPORT
Summary

		General	Total
RECEIPTS:			
Beginning Balance		215,050.57	215,050.57
Douglas Co Treasurer	tax payment	341,964.10	341,964.10
Dg Co Treas-reimb dust pallative	dust palliative	1,724.00	1,724.00
Interest on Checking	interest	539.30	539.30
Refunds	refund	2,873.54	2,873.54
Reimbursements	reimbursements	2,754.51	2,754.51
Miscellaneous	miscellaneous	0.00	0.00
FEMA	fema	0.00	0.00
TOTAL RECEIPTS		349,855.45	349,855.45
EXPENDITURES:			
Equipment	equipment	104,876.72	104,876.72
Fuel	fuel	29,953.31	29,953.31
Hired Services	hire	2,510.00	2,510.00
Insurance	insurance	19,952.65	19,952.65
Mileage Reimbursement	mileage reimb	617.25	617.25
Payroll Withholdings	payroll taxes	13,481.19	13,481.19
Per Diem - Officer Meetings	per diem	9,600.00	9,600.00
Repairs	repairs	7,825.37	7,825.37
Road Materials	road materials	90,437.04	90,437.04
Supplies	supplies	10,516.50	10,516.50
Utilities	utilities	4,814.65	4,814.65
Wages	wages	38,866.66	38,866.66
Miscellaneous	miscellaneous		0.00
TOTAL EXPENDITURES		333,451.34	333,451.34
Year End Balance		231,454.68	231,454.68

**2012
Wakarusa Township Annual Report
Summary**

		General	Road	Fire	Special Equipment	Total
RECEIPTS:						
Balance 1-1-12		85,769.56	0.00	0.00	0.00	85,769.56
Douglas Co Treasurer	tax collections	1,443,624.85	0.00	0.00		1,443,624.85
Dg Co Treas-reimb dust pallative	dust palliative	0.00	0.00	0.00		0.00
Interest on Checking	interest	323.56	0.00	0.00	32.58	356.14
Refunds	refund	0.00	0.00	0.00		0.00
Tubes & Culverts	reimbursements	0.00	0.00	0.00		0.00
Miscellaneous	miscellaneous	23,068.12	0.00	0.00	1,078.00	24,146.12
FEMA	FEMA	0.00	0.00	0.00		0.00
Special Equipment	special equipment	0.00				0.00
Transfer from General					172,670.01	172,670.01
TOTAL RECEIPTS (w/o balance)		1,467,016.53	0.00	0.00	173,780.59	1,640,797.12
EXPENDITURES:						
Education/Training	training					
Equipment	equipment payments	0.00	168,225.69	49,495.31		217,721.00
Equipment	equipment	0.00	0.00	50,559.83	22,200.00	72,759.83
Fuel	fuel	0.00	36,718.09	10,793.20		47,511.29
Hired Services	hire	7,500.00	0.00	0.00		7,500.00
Insurance	insurance	53,508.82	25,822.08	33,733.10		113,064.00
Mileage Reimbursement	mileage reimb	0.00	0.00	0.00		0.00
Payroll Withholdings	payroll taxes	2,618.07	66,012.79	48,761.67		117,392.53
Per Diem - Officer Meetings	per diem	14,400.00	0.00	0.00		14,400.00
Repairs	repairs	0.00	2,368.05	20,853.88	702.50	23,924.43
Road Materials	road materials	0.00	423,962.34	0.00		423,962.34
Supplies	supplies	1,240.63	30,582.09	20,068.37	2,469.05	54,360.14
Training	training	0.00	0.00	1,296.70		1,296.70
Utilities	utilities	5.42	7,414.27	13,490.27		20,909.96
Wages	wages	0.00	133,655.19	106,792.24		240,447.43
Misc.	misc.	13,325.81	17.80	1,614.00	0.15	14,957.76
Transfer to Special Equipment	transfer to spec equipment	172,670.01	0.00	0.00		172,670.01
TOTAL EXPENDITURES		265,268.76	894,778.39	357,458.57	25,371.70	1,542,877.42
BALANCE 12/31/12		35,280.37			148,408.89	183,689.26

Township Summary - 2012

	Clinton	Eudora	Grant	Kanwaka	Lecompton	Marion	Palmyra	Wakarusa	Willow Springs	Total
Balance 1/1/12	33,472.45	491,816.54	37,889.26	103,520.86	138,238.30	223,523.50	231,327.97	85,769.56	215,050.57	1,560,609.01
Douglas Co Treasurer	180,125.68	550,446.40	216,589.57	499,616.75	330,578.91	338,867.13	552,107.96	1,443,624.85	341,964.10	4,453,921.35
Dg Co-Dust Palliative	660.00	2,310.00	530.00	120.00	0.00	935.60	0.00	0.00	1,724.00	6,279.60
Interest	44.39	619.50	31.69	255.55	881.20	508.91	544.89	356.14	539.30	3,781.57
Refunds,reimbursements	40.32	1,648.00	3,361.85	3,013.58	12,016.85	1,923.51	4,367.50	24,146.12	5,628.05	56,145.78
Entrance Fees,tubes,rock		1,053.20				45.00				1,098.20
Donations				1,937.50						1,937.50
Sale of Equipment				3,400.00						3,400.00
Township Hall Rental			33,725.00	535.00						34,260.00
FEMA										0.00
Transfer from General to Spec Equip	10,000.00					18,000.00		172,670.01		200,670.01
Transfer from Road to Spec Equip						47,000.00	83,240.00			130,240.00
Transfer from Fire to Fire Reserve							8,537.29			8,537.29
Total Receipts	190,870.39	556,077.10	254,238.11	508,878.38	343,476.96	407,280.15	648,797.64	1,640,797.12	349,855.45	4,900,271.30
Expenditures										
Wages	32,704.00	37,262.62	26,772.01	74,734.85	45,146.75	61,924.99	118,761.03	240,447.43	38,866.66	676,620.34
Payroll Taxes	15,016.89	14,742.56	8,740.04	41,936.96	19,536.47	21,060.31	47,890.53	117,392.53	13,481.19	299,797.48
Officer Meetings/Per Diem	2,438.28	3,700.00	6,843.20	14,550.00	8,450.00	2,550.00	16,024.98	14,400.00	9,600.00	78,556.46
Insurance,health & property	10,341.00	14,569.00	11,934.97	28,845.89	11,010.00	12,944.00	38,204.21	113,064.00	19,952.65	260,865.72
Utilities	2,726.01	7,017.48	7,884.32	28,931.35	3,505.36	4,549.97	8,013.09	20,909.96	4,814.65	88,352.19
Supplies,parts,repairs	9,427.48	36,549.26	7,745.27	59,320.09	48,374.85	26,661.91	69,698.54	94,539.03	18,959.12	371,275.55
Hired Services	1,095.00	3,790.00	4,400.00	4,772.50	4,050.00	440.00	5,861.02	7,500.00	2,510.00	34,418.52
Fuel	11,280.02	21,414.30	13,151.62	19,879.34	29,422.98	25,286.99	71,540.28	47,511.29	29,953.31	269,440.13
Road Materials	28,990.13	82,892.95	16,664.88	56,546.32	80,082.92	48,502.13	112,012.38	423,962.34	90,437.04	940,091.09
Equipment		93,191.41	4,497.28	168,940.84	54,605.22	121,367.00	137,788.65	290,480.83	104,876.72	975,747.95
Loan Payments	42,581.62		16,725.54	9,500.00	30,371.25		22,515.78			121,694.19
Firemen pay		11,243.50					4,445.00			15,688.50
City of Lawrence-Fire Contract			115,000.00							115,000.00
Eudora Library		153,145.64								153,145.64
Transfer to Fire Reserve							8,537.29			8,537.29
Transfer to Special Equipment	10,000.00					65,000.00	83,240.00	172,670.01		330,910.01
Total Expenditures	166,600.43	479,518.72	240,359.13	507,958.14	334,555.80	390,287.30	744,532.78	1,542,877.42	333,451.34	4,740,141.06
Balance 12/31/12	57,742.41	568,374.92	51,768.24	104,441.10	147,159.46	240,516.35	135,592.83	183,689.26	231,454.68	1,720,739.25



DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11th Street, Unit 200
Lawrence, KS 66044

phone: (785) 832-5237
fax: (785) 330-2801

website: www.douglas-county.com
email: ecdept@douglas-county.com

SCOTT W. RUF
Director

911 ADVISORY BOARD

SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

CHIEF RALPH OLIVER
Kansas University

CHIEF CHRIS MOORE
Wakarusa Township Fire Dept.

MEMORANDUM

To : Board of County Commissioners

From : Scott W. Ruf, Director of Emergency Communications

Date : March 6, 2013

Re : Regular Agenda item to approve a Systems Upgrade Funding Agreement between the University of Kansas and Douglas County for improvements to the University of Kansas' Public Safety Communications Center.

This agreement provides for recovery of costs expended by Douglas County as part of the P25 800MHz Radio Project approved by the Commission in September 2012 as they relate to improvements required at the University's Public Safety Communications Center.

Due to changes in system design and funding questions it was discussed and decided that KU should be responsible for the cost of improvements to their Public Safety Office. To maintain the integrity of the system, project timelines and needs of both Douglas County and KU I believe it was best to provide for the needs of KU through a Change Order to the larger County project and have KU reimburse 100% of actual costs of improvements.

Action Required: Regular Agenda approval of the Systems Upgrade Agreement between the University of Kansas and Douglas County.

SYSTEMS UPGRADE AGREEMENT

THIS SYSTEMS UPGRADE AGREEMENT (hereinafter this "Agreement") is made and entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter "Douglas County") and the UNIVERSITY OF KANSAS (hereinafter "University"), as of _____ (the "Effective Date").

RECITALS

WHEREAS, Douglas County has entered into an agreement (hereinafter, the "Motorola Agreement") with Motorola Solutions, Inc. (hereinafter, "Motorola") by which Motorola will provide and install equipment, software, and incidental hardware and materials, combining them together into a new and upgraded integrated system for emergency communications in Douglas County, Kansas that complies with new federal mandates to convert to a different set of frequencies (hereinafter the "County System").

WHEREAS, the communications system of University's Public Safety Office that supports all University public safety functions (the "KU System") utilizes the County System and is in need of substantial upgrades to meet new federal mandates to convert to a different set of frequencies, to replaces aging and obsolete equipment, and for continued compatibility with the County System (hereinafter, collectively the "Improvements").

WHEREAS, the parties have determined it most expeditious and efficient for Douglas County to enter into a change order with Motorola to perform and provide the Improvements and for University to reimburse Douglas County for all of the charges of Motorola in connection with the Improvements.

TERMS OF AGREEMENT

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

1. Purpose. The parties enter into this Agreement to provide for the contracting, installation, and payment for the Improvements, which will permit the KU System to meet new federal mandates to convert to a different set of frequencies, to replaces aging and obsolete equipment, and for continued compatibility between the KU System and County System. A Statement of Work with respect to the Improvements is attached hereto as EXHIBIT A. the total cost of the Improvements is estimated to be \$ 320,593.00

2. Obligations of Douglas County. Douglas County shall do the following:

a. Enter into a change order with Motorola for the Improvements.

b. Serve as the lead agency for the Improvements, including but not limited overseeing the installation of the Improvements and entering into necessary change orders, provided, however, that Douglas County shall not enter into change orders that increase the cost of the Improvements beyond \$320,593.00 or substantially alter the scope or specifications of the Improvements without University's prior written consent.

c. Coordinate and share information with University concerning the status of the Improvements.

d. Review and pay all appropriate periodic pay applications submitted by Motorola for the Improvements, and provide copies of supporting documents and evidence of payment to University. Unless University requests a different address in writing, all periodic pay applications and supporting documents shall be sent to the following address:

Ralph V. Oliver
Chief of Police/Director of Public Safety
1501 Crestline Drive
Lawrence, KS 66049
(785) 864-5900
roliver@ku.edu

e. Appoint a representative of Douglas County to be the primary contact between Douglas County and University relating to issues arising under this Agreement. Unless Douglas County specifies a different representative or address in writing, Douglas County's representative is:

Scott Ruf
Director of Emergency Communications
Douglas County Courthouse
1100 East 11th St.
Lawrence KS 66044
(785) 838-2470
sruf@douglas-county.com

3. Obligations of University. University shall do the following:

a. Provide Douglas County and Motorola the access to all University property and buildings as necessary or beneficial for an efficient completion of the Improvements.

b. Review all periodic pay applications, as submitted by Motorola to Douglas County and forwarded from Douglas County to University. If University notes overcharges or has other questions with respect to any pay application, University will immediately advise Douglas County, but not later than 15 days of receipt.

c. Reimburse Douglas County for 100% of the costs of the Improvements, up to \$320, 593.00, in annual installments, as follows: (i) \$100,000 upon the Effective Date, (ii) \$100,000 on the first anniversary of the Effective Date, and (iii) the remaining amount owing on the second anniversary of the Effective Date.

d. Appoint a representative of University to be the primary contact between Douglas County and University relating to issues arising under this Agreement. Unless University specifies a different representative or address in writing, University's representative is:

Elizabeth Phillips
Assistant Director of Public Safety
1501 Crestline Drive
Lawrence, KS 66049
(785) 864-5900
lphillips@ku.edu

4. Title to Improvements. From and after delivery and installation at the University's Public Safety office and University's payment therefore, title to the Improvements shall pass to University.

5. Waiver; Warranties. University waives and releases Douglas County from and against any and all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorney's fees, which relate to or arise from the installation or use of the Improvements, except those claims which result from or are caused by the gross negligence or willful acts of Douglas County or its employees acting in the scope and course of their employment. Douglas County does not guaranty or warranty the Improvements but will, at University's request, take reasonable efforts to enforce all contract terms, warranties, and service agreements relating to the Improvements. If University believes that Douglas County is not taking sufficient steps to enforce any such contract terms, warranties, and service agreements, University, in Douglas County's name, may pursue such enforcement.

6. Approval and Authorization. Each of the persons signing this Agreement warrants and represents that the execution, delivery and performance of this Agreement by such party has been authorized by action duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms. Each party further warrants and represents that the expenditures anticipated pursuant to this Agreement have been appropriated and will not violate the Kansas cash basis laws, K.S.A. 10-1101, *et. seq.*

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

8. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

9. 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.

10. Effective Date. This Agreement shall take effect upon the date fully executed by both parties.

IN WITNESS WHEREOF, the County and the University have each caused this Agreement to be executed by their duly authorized officials.

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

By _____
Mike Gaughan, Chairperson

Date _____

ATTEST:

Jameson D. Shew, County Clerk

UNIVERSITY OF KANSAS

By _____

Its _____

Date _____

ATTEST:

EXHIBIT A
Statement of Work

STATEMENT OF WORK

This document is to provide information whereby Kansas University (KU) and Douglas County can evaluate the possibility of utilizing the MCC5500 console for University Dispatch operations. If after review of this document it is determined by both KU and Douglas County that they are prepared to proceed as outlined a binding change order document will be processed and presented for signature.

This Statement of Work is specific to the KU Public Safety 911 Communications proposal for the Douglas County project.

1.5.6 Site Development at KU Public Safety Site

Dispatch site with a new UPS and related electrical work.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals –Included in Site Development contract.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 45-foot Rooftop.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Prepare record drawings of the site showing the as-built information.
- Design antenna support platform to support proposed antennas.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install up to 100 linear feet of 1/2-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 40 circuits.
- Supply and install 30 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.

Customer Responsibilities:

- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.

NOTE: Should the customer desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's Standards and Guidelines for Communication Sites (R56) discuss Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the customer does not have a copy of Motorola's Standards and Guidelines for Communication Sites (R56) v 2005, one will be provided.

- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide support facilities for the antenna cables from the antenna to the equipment room.
- Provide space, HVAC, backup power (generator), grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- Supply required standby generator power to support the additional proposed equipment.

Assumptions

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.

Completion Criteria:

- Site development completed and approved by Douglas County.

1.6 SYSTEM INSTALLATION

1.6.1 Install Fixed Network Equipment

Douglas County Responsibilities:

1.6.2 Console Installation

KU Dispatch

Motorola Responsibilities:

- Install the console in the space provided by the Customer.
- Connect the Customer-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- Install a dedicated Local Area Network (LAN) at the dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to the Douglas County supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process.
- Remove existing equipment.

Douglas County Responsibilities:

- Provide demarcation point located within 25 feet of the console interface.
- Relocate existing equipment.
- Dispose of existing equipment, if applicable

Completion Criteria:

- Console installation is complete.

SYSTEM DESCRIPTION

Motorola is proposing a solution for the KU Public Safety 911 Center that consists of MCC 5500 dispatch consoles. A description of the console features and benefits, hardware components, software components, system architecture, expansion capabilities, and reliability are provided below.

2.1 PROJECT OVERVIEW

This proposal offers KU Public Safety 911 Center with a Motorola MCC5500 System. The proposed system is 4 positions with option to reconfigure to a 3 position solution.

Motorola has taken great care to propose an offering that will provide KU Public Safety 911 Center with a radio solution that meets their needs.

2.2 MCC5500 DISPATCH CONSOLE

Motorola's MCC 5500 Dispatch Console is a full-featured conventional radio dispatch console designed to handle dispatch requirements for small to medium-sized communication centers. It is a PC-based console that seamlessly integrates radio, paging and telephony allowing dispatch operators to manage and communicate more effectively with field personnel over numerous channels in a wide area system.

The MCC 5500 is a digital, modular radio dispatch console with an easy-to-use graphical user interface (GUI) running under Windows 7. Each console system is designed to interface to up to 128 resources (radio channels and telephone lines) and support up to 36 dispatch operator positions. The maximum number of telephone lines supported is 72 (2 per operator position).

The MCC 5500 Dispatch Console allows users to:

- ◆ Control conventional and digital P25 systems.
- ◆ Receive and make calls on regular telephone lines
- ◆ Use the Call Director to route telephone calls to a headset
- ◆ Send pages, either through an internal paging encoder or optional external encoder
- ◆ Operate a voter/comparator system by receiving comparator audio and by providing status and control to each receiver
- ◆ Decode and dispatch Push-to-Talk (PTT) identification(s) with STAT-ALERT™, ASTRO™, GE-STAR™, DTMF signaling systems.

The MCC 5500 Dispatch Console supports the following Conventional radio systems:

- ◆ Analog Conventional: Stat-Alert (MDC-1200), Securenet™ (coded/clear only), GE-STAR
- ◆ Conventional ASTRO® (Project 25 compliant)

In addition, the MCC 5500 Dispatch Console supports a variety of trunked radio systems as a wireless console using mobile radios as control stations. In most cases, MCC 5500 dispatch operators



can access the full set of features supported on the mobile radio unit but with the mobile radio located where needed for proper RF coverage.

The following is a list of wireless console interfaces that MCC 5500 currently supports:

- ◆ SMARTNET
- ◆ SmartZone
- ◆ SmartZone OmniLink
- ◆ ASTRO 25 Trunking (Project 25 compliant)

Functionality as a wireless console is dependant upon the method of interface and radio. Main choices of a wireless console interface are:

- ◆ TRC – provides limited functionality within the system
- ◆ Serial Link (ASTRO radios only, W7 model) – provides PTT ID, Emergency Call
- ◆ SB9600 – provides full control of the radio

2.3 TECHNICAL OVERVIEW

2.3.1 System Architecture

The Motorola MCC 5500 Dispatch Console system is a digital, modular radio dispatch console with an easy-to-use graphical user interface running under Windows 7. Each console system is designed to interface with up to 128 radio channels and support up to 36 Dispatcher positions. The maximum number of telephone lines supported is 72 (2 per shelf).

An MCC 5500 Dispatch Console system uses distributed ring architecture for the central switch to form an intelligent self-contained, fault tolerant communications system. Each console has independent processing capabilities and interfaces directly to selected system resources. The Console Electronics Shelves (CES) for all console positions are linked together to allow sharing of resources. The total number of shared resources cannot exceed 164. A shared resource is any resource that is accessed by an operator other than the one connected to the shelf the resource is located in. Operators by default count as a shared resource.

The configuration of the system is such that the removal or the failure of any console, or any component within any console, does not inhibit the operation of any other consoles linked, nor will it affect the access to the system resource terminating directly on the other consoles.

A duplicated T3 data link connects all consoles together in ring architecture. A common channel signaling protocol is used for communications on the T3 link. The consoles are capable of interfacing to the link with no signal conversion required.

The function of the MCC 5500 Dispatch Console is to provide centralized communications to multiple base stations, repeaters and other audio equipment, with the ability to integrate two-way radio communication with other dispatch requirements. These requirements may include handling 911 calls, paging, logging and control of external functions via I/O circuits. The multi-tasking MCC 5500 Dispatch Console seamlessly integrates radio, telephone, paging and other communication resources for convenient dispatch personnel use.

Every MCC 5500 Dispatch Console system ships with Console System Database Manager (CSDM) software, which allows for programming, maintenance and configuration. In addition to this, the CSDM provides the capability to collect statistical data on system activity and generate reports for analysis.

The CSDM position (workstation) is connected to one of the CES shelves designated the Master Shelf, via an RS232 link. There can only be one CSDM connected to an MCC 5500 Dispatch Console. The CSDM position can be operated locally or remotely and is used to configure the MCC 5500 Dispatch Console system, Remote access is available through the CSDM using pcAnywhere™, allowing service and support from any location.

The CES consists of a console processor (COP) module to manage communications and digital audio processor (DAP) modules to interface external analog circuits. The DAP modules facilitate communications between operators, radio channels, telephone lines, voice recorders and any other external device connected to the console. Each console electronic shelf is equipped with an individual power supply interfacing the local 115 or 220 VAC power source at either 50 or 60 Hz. Figure-1 shows a high-level system block diagram for an MCC 5500 system, including the optional Alias Database Manager (ADM) server.

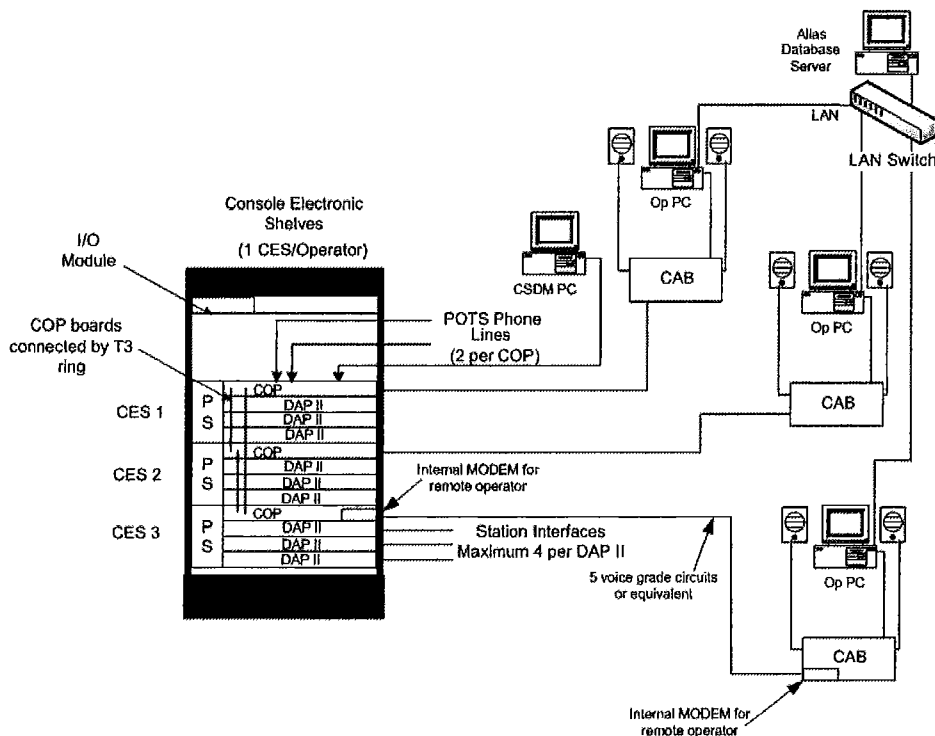


Figure-1: MCC 5500 Console System Architecture Diagram

Motorola's MCC 5500 Dispatch Console consists of several major components; MCC 5500 dispatch console operator position, dispatch application software, Console Audio Box (CAB), Console Electronics Shelf (CES), Console System Database Manager (CSDM) and Alias Database Manager (ADM) server.

- ◆ **MCC 5500 Dispatch Console Operator Position** – The MCC 5500 dispatch operator position is the interface between the dispatcher and the console system. Each operator position consists of a PC, dispatch application software, Console Audio Box (CAB) and operator accessories. The operation is controlled via mouse and/or touch screen monitor. It provides a means a dispatcher to

communicate with field units and telephone callers. It also allows dispatchers to control and monitor multiple channels of radio activity, patch various channels together and send pages. Each operator position is connected to a CAB and Console Electronic Shelf.

- ◆ **Dispatch Application Software** – The MCC 5500 dispatch console features an intuitive, easy-to-use Graphical User Interface that runs under the Microsoft Windows 7 operating system utilizing the industry-standard PC platform. The GUI is extremely flexible and can be tailored to both operational and dispatcher needs making dispatching simple and intuitive. The layout and colors of the GUI can be tailored to any given operation and can be configured on a per-operator basis.
- ◆ **Console Audio Box (CAB)** – The CAB provides the interface between the MCC 5500 dispatcher PC and CES. It is the connection point for the operator accessories. There is one CAB for each console position.
- ◆ **Console Electronics Shelf (CES)** – The CES consists of a console processor (COP) module to manage communications and digital audio processor modules to interface external analog circuits. The modules facilitate communications between console operators, radio channels, voice recorders and any other external devices connected to the console.
- ◆ **Console System Database Manager (CSDM)** – The CSDM is a powerful configuration and maintenance tool for the MCC 5500 Dispatch Console and is a requirement for every KU Public Safety 911 Center Central Communications site. The CSDM is used to configure an MCC 5500 Dispatch Console System to access the configuration database, to upgrade software, to monitor the system and to troubleshoot console problems. It also provides extensive online help. The CSDM program is located on a PC (preferably a dedicated PC) that runs Windows 7 operating systems. The CSDM terminal is usually located in the backroom.
- ◆ **Alias Database Manager (ADM) Server** – The ADM is a program for managing centralized server-based access to Caller ID aliases. The ADM provides simple aliasing of radio unit IDs, status members and message numbers. This is an optional component and not included in all architectures. The ADM program is located on a separate PC Server that runs on Windows 2003 operating system.

Note: A network is required to operate ADM using standard networking techniques.

2.3.2 MCC5500 System Capacities

Each MCC 5500 Dispatch Console position is designed to interface up to 128 channels, with each channel using 1 PCM timeslot on the T3 network. Additionally, up to 72 telephone lines can be configured for a total of 168 shared resources. Shared resources are defined as radio channels, telephone lines, mic audio (operator positions) and enhanced call director and can be combined in any way that does not exceed 168.

The MCC 5500 dispatch console system supports 168 audio slot / shared resources. The 164 is a result of adding 26 positions and 128 channels; the maximum capacity of both categories and leave us with 4 slots for telephone or Enhanced Call.

A maximum of 36 operator positions can be connected together in a system with each console connected through 1 PCM timeslot on the T3 network. Each operator position can support two CO lines for a maximum of 72 CO lines. Each CO line uses one PCM timeslot on the T3 network when they are configured as sharable. One Call Director can be assigned to each operator position for a maximum of 36 Call Directors in the system. Each Call Director uses one PCM timeslot on the T3 network when configured as enhanced; that is when the Call Director is connected to a telephone line or radio audio channel. All of these audio resources share the 168 available audio timeslots. For

example, if a database is made with a maximum of 128 shareable radio channels and 25 operator positions, it is possible to configure up to 15 sharable CO lines or Enhanced Call Directors.

The MCC 5500 system capacities are summarized in Table .

Table 1

Type	Capacity
Operator Positions	Up to 36 operator position per system
Channel Capacity	Up to 128 radio channels (shareable)
Telephone Lines	Up to 2 CO lines per dispatch console position Up to 72 CO lines per system
Audio Timeslots	Up to 168 audio slots/shared resources
Multi-Select Groups	Up to 10 Multi-Select groups per dispatch console (with up to 16 radio channel resources per MSel)
Patch Groups	Up to 10 Patch groups per dispatch console (with up to 16 radio channel resources per Patch)
Paging Buttons	Up to 512 Paging buttons (with up to 50 single pages in a group)
General I/O Functions	Up to 512 general I/O functions per dispatch console position Up to 2048 general I/O functions per system
Speed Dial Buttons	Up to 10,000 Speed Dial buttons per system (unlimited speed dial entries)
RF Cross-Mutes	Up to 10,000 (Note: acoustic – every operator can be cross-muted with all other operators)
RF Cross-Busies	Up to 10,000
User Log-On IDs	Up to 1,200 user log-on IDs

Shared Resources are defined as:

- ◆ Radio channels (shared)
- ◆ Telephone lines (shared)
- ◆ Mic Audio (i.e. Dispatch position)
- ◆ Enhanced Call Director

Calculation of Resource:

- ◆ Telephone Line, Mic audio, T1R1, Enhanced Call Director = 1
- ◆ T22R = 2
- ◆ T44R = 4

2.3.3 Communication within the MCC5500 System

T3-based data links are used to connect the CES shelves together, these links carry both audio and data. The T3 loop provides built-in redundancy; it is possible to break a link between two shelves without causing a failure. This T3 link provides a total of 164 audio slots that can be used for communications.

2.3.4 Communications with Radio Channels

The CES consists of a console processor (COP) module to manage communications and digital audio processor (DAP) modules to interface external analog circuits. The modules facilitate communications between console operators, radio channels, telephone lines, voice recorders and any other external device connected to the console. The CES interfaces directly with the radio channels via the DAP ports; each DAP has four ports for channel interfaces. Internally, digital audio switching routes the audio through the system. An MCC 5500 Dispatch Console dispatcher is able to communicate with any conventional base station, regardless of which shelf in the system the station is connected to. If required, radio channels can be defined as private and only the Dispatcher connected to the shelf in which the interface is located will have access to the channel.

2.3.4.1 Signaling Interfaces

The Motorola MCC 5500 Dispatch Console supports both analog and ASTRO (digital) station interfaces with MDC (Stat-Alert) signaling capability on both. No additional hardware is required for conventional ASTRO 25 and MDC signaling. For channels operating both MDC and conventional ASTRO 25 signaling only one Radio Channel Control is required. The channel ports can be configured in a variety of ways, depending upon the requirement. Each channel port includes a balanced 600 Ohms output for an analog-logging recorder for transmit and receive audio. Outbound keying tones are not sent to the recorder port.

Keying capabilities are:

- ◆ Tone Remote Control (TRC)
- ◆ DC Control
- ◆ Relay Keying
- ◆ Data Keying (ASTRO channels only)
- ◆ SB9600 Interface

Selection of the keying preference is on a per channel basis.

2.3.5 Supported Configurations

Motorola's MCC 5500 Dispatch Console supports the following types of configurations:

- ◆ Analog Radio Channels (Base Stations and Repeaters)
- ◆ Control Station Equipment with Tone Remote Adapter
- ◆ Digital Interface Unit
- ◆ GE-STAR Decoder
- ◆ Mobile Radios
- ◆ Telephone Lines
- ◆ Relays and Opto-couplers
- ◆ Modem Connections for Leased Lines

2.3.6 Analog Radio Channels (Base Stations and Repeaters)

The MCC 5500 Dispatch Console can connect up to 12 analog radio channels to the CES (Figure 2).

Analog channels have balanced 600 Ohm interfaced can be configured for 2 or 4-wire.

- ◆ Each DAP II has four Tx/Rx ports and 4 Rx ports
- ◆ Each Tx/Rx port can be a TnRn channel
- ◆ T22R channels use one TxRx port and one Rx port
- ◆ A T44R will use one TxRx port and three Rx ports
- ◆ Each DAP II can support four TnRns or four T22Rs or two T44R
- ◆ A DAP II can also support a combination like one T44R, one T22R and two TnRn channels
- ◆ Analog channels are connected via J4 (TxRx ports) and J6 (Rx and monitor speaker ports)
- ◆ If a GE STAR decoder is connected to the channel the output of the decoder connects to J15 (data)

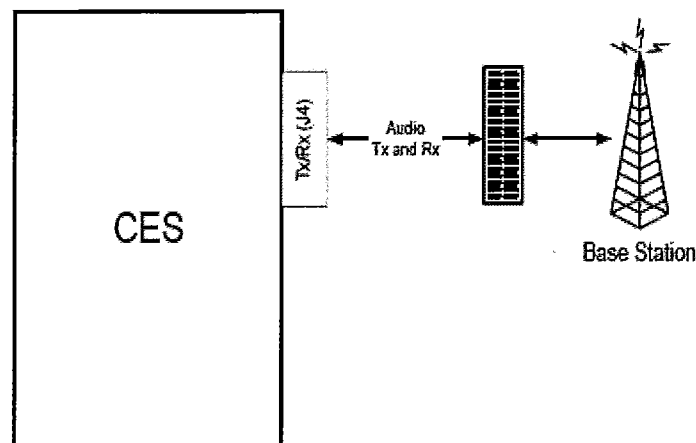


Figure 2: Analog Radio Channels

2.3.7 Control Station Equipment with Tone Remote Adapter

The MCC 5500 Dispatch Console can connect up to 12 control station or desktop mobiles through a tone remote adapter to CES connector J4 (Figure-3).

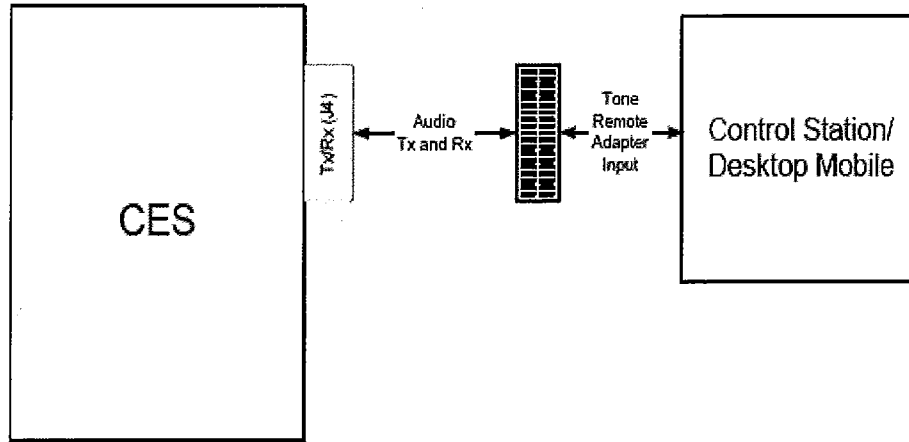


Figure-3: Control Station Equipment with Tone Remote Adapter

2.4 TIME SYNCHRONIZATION

The MCC 5500 Dispatch Console offers two options for setting a source for date and time updates.

- ◆ The CSDM PC using a local area network (LAN)
- ◆ An external clock (WWVB or GPS receiver)

The purpose of the selected clock source is to ensure that the time between all entries in the MCC 5500 Dispatch Console is synchronized to the same time.

The CSDM is straightforward: the CSDM computer provides the reference for time. The external source can be a NetClock 2 (format 1) device that is connected to any of the CES shelves, with the connection being defined during configuration.

Note: If the MCC 5500 Dispatch Console computers are on a network with a Domain Controller, they will automatically update their date and time from the Domain Controller. Trying to synchronize the Console computer to an external clock under these circumstances can cause conflicts between the network time and the external clock. If KU Public Safety 911 Center wants an external clock source when they are networked with a Domain Controller, they should connect the external clock to the network instead of the MCC 5500 Dispatch Console system. In this case, the external clock must be NTP-compatible.

If the time synchronization is to be taken from the LAN, the CSDM is defined as the synchronization source (CSDM must therefore be connected to the LAN).

2.5 SYSTEM COMPONENTS

This proposal consists of three new MCC 5500 console positions and one optional console position at the KU Public Safety 911 Center site..

This proposal includes the following equipment for the KU Public Safety 911 Center site:

- Qty 3 MCC 5500 Consoles, each console includes:
 - Qty 1 Console Electronic Shelf (CES) II
 - Qty 1 DAP II For Analog Interface

- Qty 1 Digital License (2 Digital Channels per module) to configure them as either Digital, ASTRO or SB9600 channels
- Qty 1 MCC5500 Operator CAB II
- Qty 2 Speakers
- Qty 1 Gooseneck Microphone
- Qty 2 Headset Jacks
- Qty 1 Footswitch
- Qty 1 22-inch Touch Screen Black Monitor with Keyboard and Mouse
- Software based dual Instant Recall Recorder
- Qty 1 CSDM
- Qty 1 ADM
- Qty 1 HP 2610-24 port Network Switch
- Qty 1 Netclock GPS Clock
- Qty 6 APX 7500 800MHz Control Stations with new Antenna System
- Qty 1 800MHz Control Station Combiner

In addition, one optional MCC5500 Console operator position includes the following:

- Qty 1 MCC 5500 Console which includes:
 - Qty 1 Console Electronic Shelf (CES) II
 - Qty 1 DAP II For Analog Interface
 - Qty 1 Digital License (2 Digital Channels per module) to configure them as either Digital, ASTRO or SB9600 channels
 - Qty 1 MCC5500 Operator CAB II
 - Qty 2 Speakers
 - Qty 1 Gooseneck Microphone
 - Qty 2 Headset Jacks
 - Qty 1 Footswitch
 - Qty 1 22-inch Touch Screen Black Monitor with Keyboard and Mouse
 - Software based dual Instant Recall Recorder

The Console system will be capable of the following connections:

- Qty 6 interface for 800 Trunked with PTT ID and Emergency display
- Qty 2 interface for existing 800 Trunked no PTT ID or Emergency
- Qty 8 interface for existing conventional radio control stations, no display
- Qty 2 interface for existing conventional wireline, tone remote

The consoles PCs will be placed on rack shelves in the equipment room.

2.6 SUMMARY

Motorola is providing a conventional system for KU Public Safety 911 Center. Motorola has designed this system to enhance voice communications for Kansas Univer, providing users with effective and reliable communication.



DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11th Street, Unit 200
Lawrence, KS 66044

phone: (785) 832-5237
fax: (785) 330-2801

website: www.douglas-county.com
email: ecdept@douglas-county.com

SCOTT W. RUF
Director

911 ADVISORY BOARD

SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

CHIEF RALPH OLIVER
Kansas University

CHIEF CHRIS MOORE
Wakarusa Township Fire Dept.

MEMORANDUM

To : Board of County Commissioners
From : Scott W. Ruf, Director of Emergency Communications
Date : March 6, 2013
Re : Regular Agenda item to approve a Tower Lease Agreement with TFMComm Inc. (site owner) for use of tower and facilities located at the Flair Tower site on N1100 Road, Lawrence, KS.

This lease agreement will permit Douglas County Emergency Communications to operate this radio tower site as a core part of the new P25 Radio Project approved in September 2012.

This tower will provide much needed and greater radio coverage for our first responders increasing efficiencies in response times as well as first responder safety to Douglas County. This site also expands interoperability between Douglas County and Johnson County agencies as well as provides for increased back-up and redundancy in case of system failure.

Ongoing maintenance, lease and operating costs are a qualifying expense under the Kansas 911 Act and will not reflect an increase to the general fund obligations as they relate to the support and maintenance of the radio system.

Action Required: Regular Agenda approval of the Lease Agreement between TFMComm Inc. (site owner) and Douglas County.

SITE LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into as of the effective date shown below by and between: **TFMComm Inc., 125 SW Jackson, Topeka, KS 66603** ("Lessor") and **Board of county Commissioners of Douglas County, Kansas, 111 E 11th St., Lawrence KS 66044** ("Lessee"), and is as follows:

1. LEASE OF SITE: Landlord hereby leases and Tenant agrees to rent space on the tower at the site described herein to Tenant to wit: **Space on Tower, located at 1167 N. 1100 Rd. Lawrence KS, Site Registration Number 1032917** (hereinafter, the "Tower" and the "Tower Site" as the context requires), between 700 feet and 730 feet.

ATTACHMENT A. BUILDING AND GENERATOR FOOTPRINT, INCLUDING BUILDING, GENERATOR AND GROUND.

The legal description of the Tower Site is set forth in Attachment B and incorporated herein by reference.

2. OWNERSHIP OF BUILDING AND GENERATOR: At the full execution of this Agreement and without further action of bill of sale, Landlord conveys to Tenant, and Tenant assumes ownership of, the North building (the "Building") (but not the underlying real estate) and 60KW generator currently at the Tower Site (the "Generator"), which are being provided and accepted "as is" and without warranty by Landlord, except that Landlord warrants that they will be transferred free and clear of liens and encumbrances. Tenant shall secure them as needed for Tenant's use SEE ATTACHMENT A FOR DETAIL.

Tenant shall be responsible, as owner, for any repairs, maintenance, replacement or any other items deemed necessary for Building and Generator use.

At the end of the lease term, or upon termination thereof, Tenant has the right to remove the Building and Generator; provided, however:

- a. That upon removal of the Building Tenant shall (at is separate and sole cost) also remove the underlying concrete slab and return the topography of the Building site to the condition existing before the Building was installed, and
- b. That upon removal of the Generator, Tenant at its separate and sole cost shall replace and install a replacement generator, in good condition and manufactured by a reputable manufacturer, of sufficient to power to serve Landlord's direct and indirect needs at the Tower Site (such needs being less than those produced by the current generator and being not greater than 60Kw), and
- c. Tenant shall pay for, and indemnify Landlord against any, costs, liability or damages incurred in the removal of the Building and/or Generator.

At the end of the lease term, or upon termination thereof, if Tenant does not remove the

Building and/or Generator, they shall be deemed abandoned and ownership transferred back to the Landlord (or its successor or assign). In the event Tenant does not remove the Generator and it reverts back to Landlord, Tenant shall have no obligation to replace and install a replacement generator.

3. USE OF SITE: Tenant shall have the exclusive use of the Building and the nonexclusive right to use the other portions of the Tower Site and the Tower for the for the transmission and reception of communications signals for Tenant's emergency communications system, together with the installation, construction, maintenance, operation, repair, replacement and upgrade of equipment, shelters, and fencing and other items necessary to Tenant's successful and secure use thereof, including the installation, maintenance, and operation of the following equipment:

Tower:

Antennas: Qty. 2 (Tx-1 & Rx – 1)

Antenna Model: Celwave BMR 12 penetrator with DT 3 deg, 12dB gain (Spec Sheet attached)

Length – 20ft

Weight – 92 lbs

TX antenna Height – 700ft

RX Antenna Height – 730ft

Microwave Dish – 1 ODU-B

Diameter – 10.5 in Depth – 3.5 in

Weight – 8.6 lb

Antenna:

a. 2.6ft HP Antenna Single Polarization

b. 4ft HP Antenna Single Polarization

Plus accessories reasonably related to the use of any such equipment and replacements of any such equipment, and any such other equipment as Landlord may approve. Prior to installation of any other equipment, Landlord shall be notified of and will have the right to give prior approval for the installation and location of all such equipment, but such approval will not be unreasonably denied, withheld, conditioned, or delayed and any denial shall be based upon a sound scientific basis related to weight-bearing capacity of the Tower or unreasonable interference with Landlord or other users of the Tower. Failure to approve within 10 days of request shall be deemed approval of the request. If the additional equipment takes up additional space or adds additional wind load, Landlord may condition its approval upon payment of additional rent commensurate with then-current fair market rental values.

4. TERM: The payment of rent under this Agreement shall begin on the first day of the month following Tenant's start of installation of equipment on the Tower, and end on the day before the date that is 10 years after the beginning date. Tenant shall have the option to extend this Agreement for two additional terms of 10 years each, by providing written notice to Landlord of its intent to extend this Agreement at least 180 days prior to the expiration of the initial term or 180 days prior to the expiration of any renewal term, as

the case may be. Tenant's failure to timely send such written notice, however, shall not serve as a forfeiture of Tenant's option to extend the Agreement unless the Landlord notifies the Tenant of such failure and Tenant does not provide written notice to Landlord of its intent to extend this Agreement within 30 days of Landlord's notification. The "term" of this Agreement shall be the initial term and, to the extent Tenant exercises its option to extend this Agreement, any renewal or extended terms. Notwithstanding the foregoing, this Agreement shall terminate at any time by mutual consent of the Landlord and Tenant.

5. COMPENSATION: Tenant shall provide as compensation to Landlord a monthly payment of \$850.00 (\$10,200.00 annually), payable monthly by the 5th day of the month or annually by the 5th day of January, as Tenant's option, in advance, for Tower space and the benefits provided pursuant to this Lease.

Notwithstanding the foregoing, this Agreement includes an annual cost of living increase, based on Consumer Price Index for all Urban Consumer (CPI-U) for the Kansas City Metropolitan Area, reported in the Wall Street Journal as of the first business day of each year or, if not so published, as reported by the Bureau of Labor Statistics. For the calendar year starting January 2014 and continuing for each calendar year thereafter, the rent for each calendar year shall increase based upon the increase in such Consumer Price Index on the first business day of the calendar year over the Consumer Price Index for the immediately preceding year; provided, however, that the minimum increase each year is 5%.

The Generator will be the responsibility of and be maintained by Tenant. Start up, fuel and continuing maintenance of Generator to be done by Tenant.

Landlord reserves the right to utilize the generator for temporary back-up power and tower lighting, if deemed necessary, but Landlord shall indemnify Tenant for all fuel used and damage caused to the Generator for such temporary use.

Tenant shall also pay all charges for public utilities and other services to the Building and Tower Site during the term of this Agreement that are required by Tenant's equipment and use of the Tower and Tower Site. All utilities shall be separately metered, and Tenant shall indemnify and hold Landlords harmless from and against all acquisition and installation expenses incurred in connection with the separate metering of Tenant's utilities. Tenant's utility service will be invoiced directly to Tenant.

6. INDEMNIFICATION and INSURANCE: Tenant shall, defend, indemnify and hold Landlord and the ground owner (Harold and Athalie Lutz) harmless from any liability that may arise from Tenant's possession and use of the Tower, Tower Site, Building, Building site, Generator and access road thereto. Nothing in this section or anything else in this Agreement, however, shall be deemed to extend the tort liability of Tenant beyond that set forth in the Kansas Tort Claims Act.

Tenant shall carry during the term of this Agreement as extended liability insurance with the customary coverage and exclusions in the following amounts:

- Bodily Injury - \$500,000 for all injuries in any one occurrence.
- Property Damage - \$500,000 for damage as a result of any one accident or occurrence to the property of Landlord or any third party located at the Tower Site.

Landlord and the land owner, Harold and Athalie Lutz, shall be co-insureds with Tenant. Tenant shall deliver to Landlord, prior to right of entry, copies of such policies or certificates evidencing the existence of such insurance and amounts of such insurance with loss payable clauses satisfactory to Landlord and Lutz.

Tenant shall maintain such insurance as desired on the Building, Generator, equipment in Building, antenna's, coax and all associated equipment, and contents of Building, all in such amounts and with such coverages as Tenant determines. Landlord shall not be responsible for any loss of those items

7. CONDITION OF SITE: During the term of this Agreement. Landlord shall maintain the Tower, Tower Site, and roadway to the Tower Site, in good condition and repair. Upon termination or expiration of this Agreement, Tenant shall surrender the Tower and Tower Site, and may surrender the Building and Generator, to Landlord in good condition except with respect to reasonable wear and tear, or any damage caused by circumstances or occurrences beyond the control of Tenant and that are not caused by negligence of Tenant, its agents, employees, subleases or licenses.

8. SCOPE OF USE: During the term of this Agreement Landlord may allow other entities besides Tenant to use the site for the purpose of operating electronic equipment; provided, however, the non-interference requirements in section 15 are satisfied. At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and contractors, will have 24 hour per day, 7 day per week access to the Tower and Tower Site for the installation, maintenance and operation of the Tenant's equipment. With respect to a contractor who Landlord has not previously approved to perform work on the Tower or at the Tower Site, however, Tenant shall not permit the contractor to have access to the Tower Site unless accompanied by an employee of Tenant or an employee of Landlord.

9. LEGAL COMPLIANCE: Tenant shall be solely responsible for compliance with any and all rules and regulations of the Federal Communications Commission, or any other governmental authority with jurisdiction over Tenant. Tenant shall be responsible for compliance with all applicable state or federal laws concerning use of the Tower and Tower Site by Tenant, and shall hold harmless to Landlord, its affiliates and subsidiaries, from any damage or loss with respect to violation or alleged violation of any such laws, rules or regulations. Landlord represents and warrants to Tenant that the Tower and Tower Site as of the initial date of this Agreement are in compliance in all material respects with the provisions of all relevant laws and Landlord will maintain the Tower and Tower Site in such compliance.

10. ENVIRONMENTAL LAWS: Tenant represents warrants and agrees that it will conduct its activities on the Tower Site in compliance with all applicable Environmental

Laws. Landlord represents warrants and agrees that it has in the past and will in the future conduct its activities on the Tower Site in compliance with all applicable environmental laws and that the Tower Site is free of hazardous substance as of the date of this Agreement.

Tenant agrees to defend, indemnify and hold Landlord and ground owner harmless from and against any and all claims, causes of action, demands, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Landlord may suffer due to the existence or discovery of any hazardous substance to other properties or released into the property, that are caused by Tenant's activities during the term of this Agreement.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against and all claims, causes of action, demands, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Tenant may suffer due to the existence or discovery of any hazardous substance to other properties or released into the property, that are caused by Landlord's activities before or during the term of this Agreement.

The indemnification in this section specifically includes costs incurred in connection with any investigation of Tower Site conditions or any clean up, remedial, removal or restoration work required by any governmental authority.

11. NOTICES: Any notice required or permitted to be given or made under this Agreement shall be sufficiently given or made if sent by Certified Mail, postage prepaid, and addressed as follows:

In the case of the Tenant: Douglas County Kansas
Attn: Scott Ruf
111 E 11th Street
Lawrence, KS 66044

In the case of the Landlord: TFMComm, Inc.
Attn: Troy Flair
125 SW Jackson Street
Topeka, KS 66603

12. PRIOR NEGOTIATIONS: This Agreement constitutes the entire contract of the parties and shall supersede all prior offers, negotiations and agreements between the parties hereto.

13. AMENDMENT: This Agreement may be amended by the parties provided that any such amendment shall be made in writing and shall be signed by an officer of Tenant and an officer of Landlord.

14. ASSIGNMENT: Notwithstanding any provisions herein to the contrary, Landlord and Tenant shall have the right to assign this Agreement to any present or future owner, affiliate, subsidiary, or parent corporation of Landlord and/or Tenant, by securing the

consent of Landlord or Tenant, which consent shall not be unreasonably withheld, and may grant to any such assignee the same rights and privileges Landlord and Tenant enjoys under this Agreement.

15. NON-INTERFERENCE REQUIREMENTS: Tenant acknowledges that the Tower and Tower Site are used by Landlord and other lessees and licensees of Landlord. The parties agree to cooperate with others in the use of the Tower and Tower Site. Tenant shall not use the Tower or the Tower Site in any way which interferes with the use of the Tower or the Tower Site by Landlord or other lessees or licensees of Landlord. Similarly, Landlord shall not use, nor shall Landlord permit its other lessees, licensees, employees, invitees or agents to use any portion of the Tower or the Tower Site in any way which unreasonably interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have in law or in equity, to bring actions to enjoin such interference or to terminate this Agreement immediately upon notice.

In the event of interference by other lessees or licensees, Landlord shall deal directly with the offending lessee or licensee to immediately resolve such interference.

16. QUIET ENJOYMENT, TITLE AND AUTHORITY: Landlord is in possession of the Tower Site pursuant to a Ground Lease Agreement with the ground owner, Harold and Atalie Lutz. Landlord warrants to Tenant that Landlord has full right, power and authority to execute this Agreement.

Subject to Non-Interference language in section 15 above, Landlord covenants that at all times during the term of this Agreement, Tenant's quiet enjoyment of the Tower and Tower Site or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

17. CASUALTY: Landlord will provide notice to Tenant of any casualty affecting the Tower or the Tower Site within 48 hours of the casualty. If any part of the Tower is damaged by fire or other casualty so as to render the Tower and Tower Site unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord which termination will be effective as of the date of such damage or destruction. If Tenant does not terminate this Agreement, rent shall abate during the period of time that the Tower and the Tower Site is not reasonably usable by Tenant. Landlord shall provide written notice to Tenant of its intention not to rebuild and this Agreement shall terminate which termination will be effective as of the date notice is received by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed by their duly authorized officers, as shown below, and hereby declare that it is to be effective as of _____, 2013.

TENANT

LANDLORD

BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS
COUNTY, KANSAS

TFMComm Inc.

BY: _____

TITLE: _____

DATE: _____

BY:  _____

TITLE: President

DATE: 2/22/2013

Attachment A

N 1100 ROAD



**FLAIR TOWER SITE
1167 N 1100 ROAD, LAWRENCE, KS**

**Building and Generator
As referred to in Sections 1, 2 & 3
of Agreement**

**Existing
Concrete Pad**

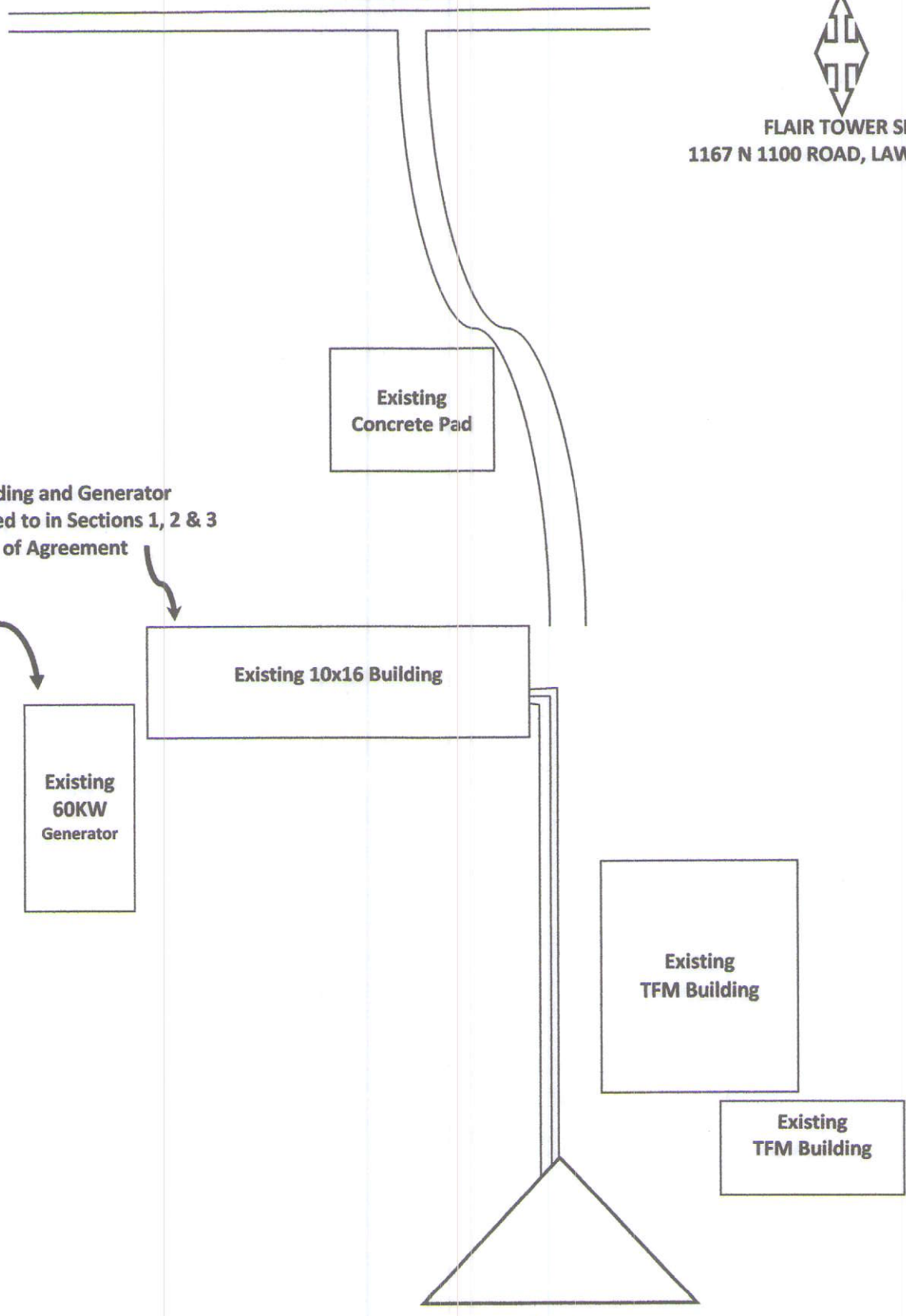
Existing 10x16 Building

**Existing
60KW
Generator**

**Existing
TFM Building**

**Existing
TFM Building**

**Existing
1000' Radio Tower**



Attachment B

Description of the Premises

COMMENCING at the Northwest Corner of the West One-Half ($W \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section 27, Township 13 South, Range 20 East of the Sixth Principal Meridian; thence North $88^{\circ} 17' 26''$ East on the North Line of the West One-Half ($W \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of said Section 27 a distance of 587.33 feet; thence South $01^{\circ} 42' 34''$ East a distance of 892.95 feet for a Point of Beginning; thence South $03^{\circ} 22' 12''$ West a distance of 43.32 feet; thence South $87^{\circ} 31' 44''$ East a distance of 27.47 feet; thence South $02^{\circ} 56' 27''$ West a distance of 27.81 feet; thence South $50^{\circ} 40' 09''$ East a distance of 18.97 feet; thence South $00^{\circ} 02' 36''$ West a distance of 52.50 feet; thence South $86^{\circ} 14' 23''$ East a distance of 15.59 feet; thence North $00^{\circ} 15' 28''$ West a distance of 57.03 feet; thence North $06^{\circ} 31' 12''$ West a distance of 61.78 feet; thence North $02^{\circ} 37' 13''$ East a distance of 36.41 feet; thence North $87^{\circ} 37' 36''$ West a distance of 35.51 feet; thence South $02^{\circ} 25' 33''$ West a distance of 19.31 feet; thence North $86^{\circ} 11' 40''$ West a distance of 11.78 feet to the Point of Beginning, containing 4598.9 square feet, more or less all in Douglas County, Kansas.

OFFICE OF



THE SHERIFF

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

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: March 1, 2013

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase six 2013 Ford Police Interceptor utility vehicles and one 2013 Ford Expedition. This purchase would total \$183,036 and is necessary to ensure the continued reliable operation of our vehicles. The funding for this purchase is currently available in the 2013 Sheriff's Office budget in the vehicle equipment reserve line item.

These seven vehicles would replace seven late model and/or high mileage vehicles that are currently in operation. This purchase would be made utilizing the MACPP joint vehicle bid. Multiple contract awards were given to different dealerships during the MACPP bid process. The purchasing entity determines which dealer to choose based on best pricing, location, etc.

I would like to complete the purchase of these vehicles with Shawnee Mission Ford. Shawnee Mission Ford appears to provide these vehicles with the options needed at the lowest cost.

I recommend that the BOCC authorize the Sheriff to complete the purchase of these vehicles. Attached, you will find copies of the MACCP bid prices for the vehicles. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 178-02282013-1

Vendor Name/Address:
Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:
Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Lt. Pat Pollock

Contact: Lt. Pat Pollock (785-393-9334)
Date: 02-28-2013

Bill To:
Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Approved by the BOCC on #####

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
100	13000	82000	6	2013 Ford Police Interceptor - Utility (K8A) with specified options listed in bid # 2012-117, Item #37		\$ 25,000.00	\$ 150,000.00
100	13000	82000	6	Decal - Badge delete (16D)		\$ -	\$ -
100	13000	82000	6	Floor Covering - Heavy duty vinyl front and rear (no carpet - delete 16C)		\$ (85.00)	\$ (510.00)
100	13000	82000	6	Handles - Inside rear door inoperative (68G)		\$ 35.00	\$ 210.00
100	13000	82000	6	Handles - Rear window inoperative (18W)		\$ 25.00	\$ 150.00
100	13000	82000	6	Keys - All vehicles keyed alike (code 1284X)		\$ 50.00	\$ 300.00
100	13000	82000	6	Spot Lamp - Driver only LED bulb (51R)		\$ 175.00	\$ 1,050.00
100	13000	82000	6	Temporary Tag (DI)		\$ 3.00	\$ 18.00
				Exterior Color: Medium Titanium Metallic, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 151,218.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO. 178-02282013-2

Vendor Name/Address:

Shawnee Mission Ford
 11501 W. Shawnee Mission Pkwy.
 Shawnee, KS 66203
 Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
 111 E. 11th Street
 Lawrence, KS 66044
 Attn: Lt. Pat Pollock

Bill To:

Douglas County Sheriff's Office
 111 E. 11th Street
 Lawrence, KS 66044
 Attn: Kim Hertach

Contact: Lt. Pat Pollock (785-393-9334)

Date: 02-28-2013

Approved by the BOCC on #####

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms		\$ -	\$ -
100	13000	82000	1	2013 Ford Expedition 4X4 (U1G 100A) with specified options listed in bid # 2012-117, Item #15		\$ 30,460.00	\$ 30,460.00
100	13000	82000	1	Alarm system - OMEGA / with remote start		\$ 600.00	\$ 600.00
100	13000	82000	1	Keys - 3 identical keys per vehicle, all in one		\$ 130.00	\$ 130.00
100	13000	82000	1	Tow - Trailer towing package, heavy duty, class IV hitch 4 & 7 pin wiring harness		\$ 375.00	\$ 375.00
100	13000	82000	1	Service manual (CD)		\$ 250.00	\$ 250.00
100	13000	82000	1	Temporary tage		\$ 3.00	\$ 3.00
				Exterior Color: Sterling Gray, Interior Color: Dark Charcoal		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/60,000 Powertrain		\$ -	\$ -
TOTAL:							\$ 31,818.00

Approved By: _____

Ken McGovern, Sheriff

Date: _____

Memorandum

City of Lawrence – Douglas County Planning & Development Services

TO: Board of County Commissioners

FROM: Planning Staff

Date: For March 6, 2013 County Commission Meeting

RE: Request to revise the phasing schedule for Big Spring Quarry, located at 2 North 1700 Road, Lecompton.

Attachment: Request for revised phasing schedule.

Eric Bettis, owner/operator of Mid-States Materials, submitted the attached request for a revised phasing schedule for Big Springs Quarry to the Planning Office. The phasing was not required as part of the CUP; however, notice was mailed to property owners within 1000 ft so they would be aware of the proposed change.

As the request notes, they are currently quarrying in Phase 3 on the southern portion of the quarry and are requesting a revision to the phasing schedule to allow them to quarry Phase 6 before moving into Phases 4 and 5. The phases are shown in Figure 1.

Mid-States Materials quarries the adjacent land to the west of Phase 6 which is in Shawnee County. Quarrying the 2 properties concurrently would allow them to utilize the same haul road and bridge. This would allow them to operate more efficiently. The change being proposed to the phasing schedule would be that Phase 6 would be moved between Phases 3 and 4. The remaining phase schedule would be 3→6→4→5.

Phasing was provided on the original CUP plan to illustrate how the quarrying operations would occur. Staff does not recommend changing the phase numbers on the plan as many of the conditions are written specific to a particular phase. No negative impacts from the requested change have been identified. The revised phasing schedule will allow quarrying on the south side of the property to be completed before quarrying moves on to the east and then the north sides, rather than quarrying on the south for Phase 3 and then returning years later with Phase 6.

STAFF RECOMMENDATION

Staff recommends approval of the revised Phasing Schedule to allow Mid-States Materials to quarry Phase 6 following Phase 3 and then move on to Phases 4 and 5.

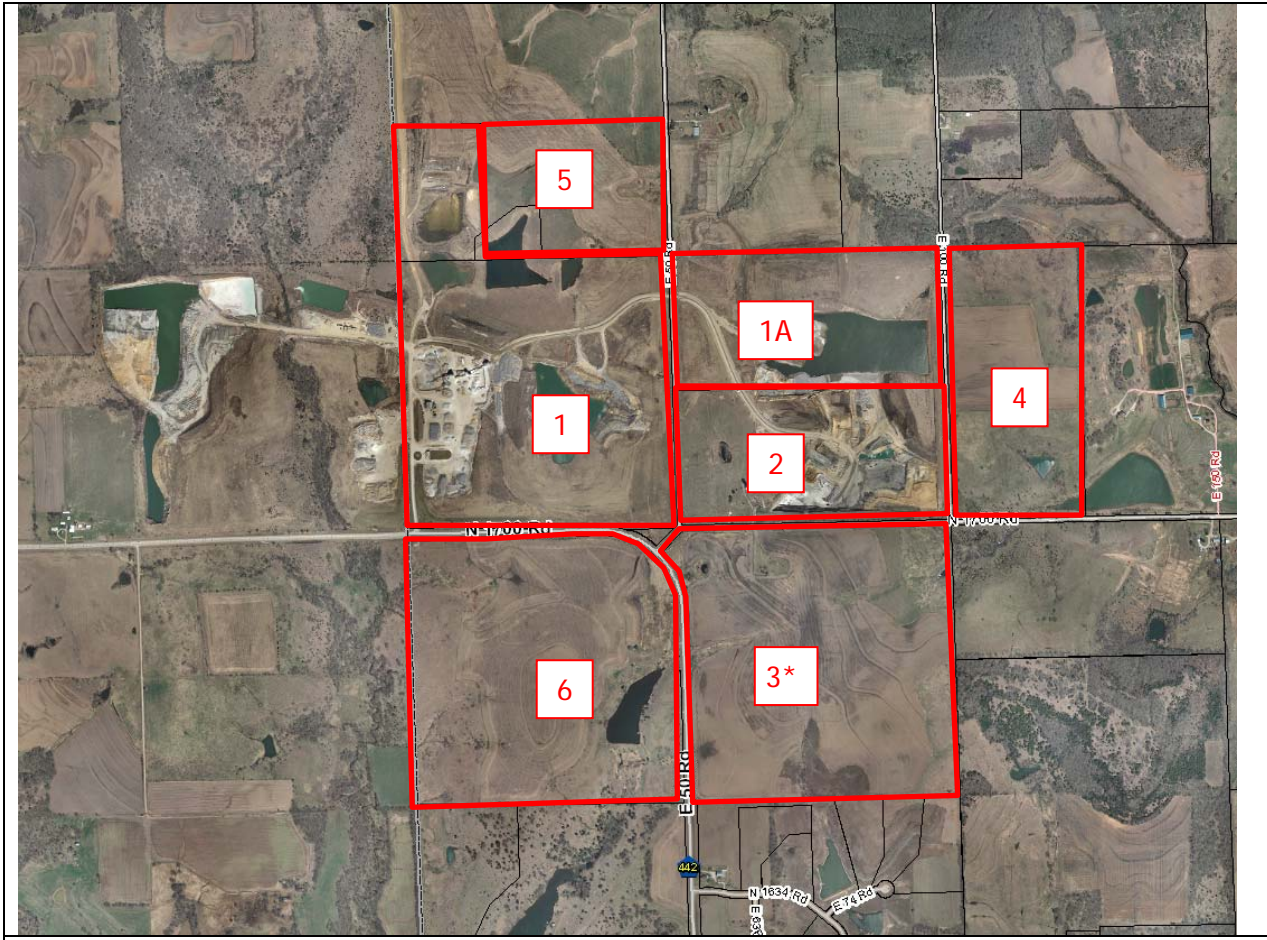
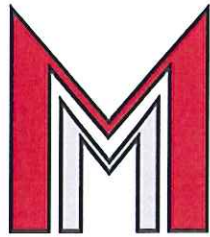


Figure 1. Big Spring Quarry Phases. Phase 1 will be reclaimed last, as it contains the scale house and processing equipment. Phase 3 is the phase which is actively being quarried at this time.



MID-STATES MATERIALS LLC

February 4th, 2012

Mary K. Miller, AICP
City/County Planner
Planning & Development Services
P.O. Box 708
Lawrence, Kansas 66044

Re: Big Springs Quarry
Development Sequence

Mary:

We continue to quarry phase three at the Big Springs Quarry and are currently preparing to move into phase six. Simultaneously with quarry development of phase six in Douglas County we also intend to open and develop quarry activities on adjacent property in Shawnee County, Kansas. Both of these new tracts of property are south of N1700 road and will be served by the same haul road and elevated grade (bridge) crossing. From a development and operational standpoint it is our preference to build one haul road to serve both tracts of property in Shawnee and Douglas County rather than building two haul roads at the same time; one to serve our Shawnee County property south of N1700 road and a second haul road, running east north of N1700 road, to serve phase four in Douglas County.

Our plan is to develop and quarry phase six next in Douglas County and then move to phase four and phase five in Douglas County to continue our limestone quarry operation. Transition time between phases will be governed solely by demand for our products and economic conditions. Please forward notice to surrounding landowners informing them of our continued plans at the Big Springs Quarry.

Please advise me when this case is set to be heard by the Board of County Commissioners and as always contact me if you have any additional questions or comments.

Regards,

MID-STATES MATERIALS, LLC



Eric Bettis

HUSCH BLACKWELL

David M. Buffo
Partner

4801 Main Street, Suite 1000
Kansas City, MO 64112
Direct: 816.983.8253
Fax: 816.983.8080
david.buffo@huschblackwell.com

March 5, 2013

VIA E-MAIL

Mike Gaughan
Chairman
Douglas County Board of Commissioners
1100 Massachusetts, 2nd Floor
Lawrence, Kansas 66044

Re: Mid-States Materials, LLC / Request for Re-Sequencing
Our File No. 57441-3

Dear Mr. Chairman:

We are counsel to Lone Oak, LLC ("Lone Oak").

On February 13, 2013, Lone Oak received a letter from County Planner Mary Miller notifying it of an upcoming meeting of the Douglas County (the "County") Board of Commissioners (the "Commissioners") scheduled for March 6, 2013. The letter states that at the March 6th meeting, the Commissioners are going to consider Mid-States Materials' ("Mid-States") proposed revision to the Phasing Schedule for the Big Springs Quarry that has been in place since 1992. Specifically, Mid-States is requesting that it be granted permission to move from Phase III to Phase VI of its operations, instead of moving from Phase III to Phase IV as contemplated by the CUP, the Landscaping Plan and the Reclamation Plan. Mid-States' request to revise its phasing was original submitted to Ms. Miller in February, 2012.

On March 1, 2013, Ms. Miller provided us a copy of Mid-States' February 4, 2012 request, along with a copy of the Planning Staff memo recommending that Mid-States' request be granted. In making its recommendation, the Planning Staff specifically stated, without any explanation or basis, that "no negative impacts from the requested change have been identified."

It appears that although the Planning Staff has been aware of Mid-States' request since February 4, 2012, the property owners were not made aware of Mid-States' request for over one year. Now, with less than three weeks' notice, the surrounding property owners are left to evaluate Mid-States' request and make a determination whether the request does in fact have a negative

HUSCH BLACKWELL

impact on their property without the benefit of information that the County has apparently been considering for over a year.

As the County, the Planning Staff and the Commissioners are aware; when the CUP was originally issued there was significant resistance from the adjacent property owners because of the nuisance created by the operation of a quarry. The CUP, including the phasing concept, was the product of negotiations between the County, the quarry operator and the property owners. Specifically, the concept of phasing was introduced because the property owners wanted to know where and when the quarrying would take place and when reclamation would take place. The property owners had specific concerns because of the negative impact that quarrying has had on their property. They wanted to plan accordingly. As such, the quarry operator agreed to sequence the quarrying in phases (Phases I through VI) and the quarry operator agreed to complete quarrying in twenty years.

Mid-States recent request not only is in contravention of and is a change to the CUP but, more importantly, will have a severe negative impact on Lone Oak's property. Lone Oak's property is adjacent to Phase IV which is the next section to be quarried. Lone Oak has long-anticipated the quarrying in Phase IV and has made long-term plans based on the provisions of the CUP, that indicated that quarrying activities adjacent to its property would be completed in the next few years. The impending quarrying has had a negative effect on Lone Oak's property for many years. With quarrying on Phase IV set to begin shortly, and be completed within the next few years, Lone Oak has begun the process, in reliance on the Phasing Schedule in the CUP, of marketing its property. Now, with Mid-States requesting what amounts to an open-ended timeline on the completion of Phase IV, the negative impact on the value of Lone Oak's property, and that of other surrounding property, will continue indefinitely.

By allowing Mid-States to skip Phase IV and proceed to Phase VI (along with its quarrying operations in Shawnee County) there is no end in sight for Mid-States to complete quarrying in Phase IV. Mid-States indicates as much in its February, 2012 request, noting that the timing of Phases IV and V will be based "solely by demand for our products and economic conditions." As such, Lone Oak is being placed in a position of significant peril because Lone Oak is forced to continue to wait for the quarrying to be completed before it can realize the actual value of its property. Absent an agreement from Mid-States that it will never quarry Phase IV or action by the Commissioners to deny this request, Lone Oak is left with a devalued piece of property that Lone Oak cannot sell because of the unknown and unpredictable actions of Mid-States and the County. Also, by granting Mid-States' request, the Commissioners are setting dangerous precedent because nothing will preclude Mid-States from re-sequencing the phases in the future, which is in direct contravention of the certainty regarding the sequencing of the quarrying that the property owners were given by the CUP.

The revisions to the CUP's phasing plan are, without a doubt, a modification to the CUP. As set forth in *Golden v. City of Overland Park*, one of the factors a zoning body should consider in hearing a request for a change is the extent to which the restriction will detrimentally affect nearby property. See *Golden*, 584 P.2d 130 136 (Kan. 1978). Indeed, the decrease in the value of Lone Oak's property that will result from the Commissioners granting Mid-States' request to re-sequence its quarrying operations is detrimental to Lone Oak. And contrary to the Planning

HUSCH BLACKWELL

Staff's suggestion, the re-sequencing of the quarrying does have a negative impact on the adjacent property owners.

In light of *Golden* and the facts set forth above, Lone Oak requests that Mid-States' request for re-sequencing be tabled for at least thirty days to allow Lone Oak sufficient time to fully evaluate this request.

For review during this thirty day period, we hereby request the following information from the County:

(A) Copies of all information provided to the County by Mid-States to support the necessity of its request for re-phasing.

(B) All information relating to the Planning Staff's investigation into the potential negative impacts on surrounding property owners.

(C) All information forming the basis for the Planning Staff's assertion that there are no negative impacts on surrounding property owners or as a result of the change in phasing.

(D) A copy of the Reclamation Report and Plan of Quarrying Operation that was to be submitted by Mid-States prior to July 31, 2010, as well as copies of the prior reports prepared by Mid-States predecessor in interest, each as required by Section VIII of the CUP Restriction of Use.

(E) Copies of any and all notices of violations of the CUP that have been delivered to Mid-States or its predecessor in interest.

Tabling this issue for thirty days will not negatively impact Mid-States in any way. Instead, the additional thirty days will allow for the proper comment and evaluation of this request by the surrounding community.

Our client has requested that we explore alternate methods of gaining the necessary time to review the impact of this request, but we believe that a voluntary, temporary adjournment of this issue would be the most practical resolution for all involved.

Sincerely,



David M. Buffo
Partner

DMB

HUSCH BLACKWELL

cc: Nancy Thellman (via e-mail)
Jim Flory (via e-mail)
Craig Weinaug (via e-mail)
Evan Ice (via e-mail)
Mary Miller (via e-mail)