

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MAY 14, 2014

4:00 p.m.

-Proclamation for "Mental Health Month" (David Johnson)

-Consider approval of the minutes for April 16

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider acquisition of right of way for project 2012-14, Route 458 from 1050E to US-59 Highway, three parcels, as deferred from the April 16 meeting. (Michael Kelly);
- (c) Authorization to Execute Form 1306, Right-of-Way Clearance for Project No. 2012-14 Route 458, Banning's Corner to US-59 (Keith Browning);
- (d) Consider approval to solicit Bids for Chip Seal contract work Project No. 2014-1 for Public Works (Keith Browning);
- (e) Authorize staff to access the U.S. Communities cooperative contract with Ricoh USA, Inc. to develop a five year lease with service for the multi-function copiers.(Jackie Waggoner); and
- (f) Consider acceptance of proposal for testing and inspection services for construction of new Public Works facility (Keith Browning)

REGULAR AGENDA

- (2) Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
Bert Nash Community Health Center Board of Directors (1) expire 04/2014
Douglas County Senior Services Board of Directors – (1) vacancy 04/2014
Heritage Conservation Council (3) positions expire 05/31/2014
Jayhawk Area Agency on Aging Board of Directors – (2) vacancies
Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

6:35 p.m.

- (4) Hold public hearing concerning the advisability of organizing a new Fire District, to include all of Palmyra Township and to be known as "Fire District No. 2, County of Douglas, Kansas." At the conclusion of the public hearing, consider adopting a Resolution formally organizing the Fire District.
- (5) Hold public hearing concerning the advisability of organizing a new Fire District, to include all of Willow Springs Township and to be known as "Fire District No. 3, County of Douglas, Kansas." At the conclusion of the public hearing, consider adopting a Resolution formally organizing the Fire District.
- (6) Hold public hearing to receive public input and allow public participation concerning the advisability of selling a tract of real estate (adjacent to the new Public Work Facility) to KDOT. At the conclusion of the public hearing, consider adopting a Commission Order, authorizing the Chair to sign a real estate contract and other documents necessary to close the land sale.
- (7) Adjourn

WEDNESDAY, MAY 21, 2014 - 6:35 p.m. only

- Douglas County Heritage Conservation Council 2014 grant recommendations (Bobbi Radher)
- Consider a change order for the new public works facility project (Sarah Plinsky)

WEDNESDAY, MAY 28, 2014

WEDNESDAY, JUNE 4, 2014

- Consider a proclamation for "Relay for Life Week" (Betty Parks)

***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

2014 Mental Health Month
in Douglas County, Kansas

- WHEREAS:** The U.S. Surgeon General states that mental health is fundamental to health, personal well-being, family, and interpersonal relationships, and contributes to community and society; and
- WHEREAS:** Mental illness affects one in four Americans every year, regardless of age, gender, race, ethnicity, religion, or economic status; and
- WHEREAS:** The U.S. Surgeon General has found that a range of treatments exists for most mental disorders and the efficacy of mental health treatments are well documented; and
- WHEREAS:** Douglas County, Kansas has made a commitment to community-based systems of mental health care for all residents; and
- WHEREAS:** The guiding principles of community mental health care have always been comprehensiveness, cost-efficiency, effective management, and high-quality and consumer-responsive services; and
- WHEREAS:** Mental Health America, the National Council for Community Behavioral Healthcare, and the Bert Nash Community Mental Health Center observe Mental Health Month every May to raise awareness and understanding of mental health and illness;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim the month of May 2014, as

"MENTAL HEALTH MONTH"

in Douglas County and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness.

ADOPTED this 14th day of May, 2014.

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

Nancy Thellman, Chairman

Jim Flory, Vice-Chair

Mike Gaughan, Member



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

TO : Douglas County Commission

FROM : Keith A. Browning, P.E., Director of Public Works/County Engineer
Michael D. Kelly, P.S., County Surveyor

DATE : April 11, 2014

RE : Project No. 2012-14; County Route 458; Acquisition of Easement;
Consent agenda

As you are aware Douglas County plans to improve County Route 458, from the intersection of US 59 Highway west a distance of approximately 2.5 miles, by adding 6.5 ft. shoulders as well as pavement rehabilitation.

Negotiations with landowners (for easement) are complete and agreements have been concluded for the remaining three of the ten parcels. The total amount for the attached contracts is \$19,425.00 and the funds for this project are coming primarily from the CIP with some assistance from a federal grant.

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

ACTION REQUIRED: Consent agenda approval to authorize the Chair to affix her signature to the CONTRACT's FOR HIGHWAY PURPOSES for Project No. 2012-14.



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

MEMO TO: Board of County Commissioners

FROM: Keith A Browning, P.E., Director of Public Works/County Engineer
Terese A. Gorman, P.E., Engineering Division Manager

DATE: May 9, 2014

SUBJECT: Project No. 2012-14
Route 458, Banning's Corner to US-59
Authorization to Execute Form 1306, Right Of Way Clearance

In the Capital Improvement Program (CIP), Douglas County Public Works has a project scheduled for construction this year on Route 458 between Banning's Corner (approximately E1050) and US-59. This project will significantly improve the roadway by constructing 6-foot paved shoulders which will safely accommodate bicycles, install underground storm sewers to accommodate stormwater runoff in the residential area at the west end of the project, construct 8-foot flat bottom ditches in the eastern section of the project, and overlay the entire road surface.

Public Works submitted an application for partial funding of this project to the Federal Land Access Program offered by the Federal Highway Administration. This project was selected to receive \$500,000 from this program.

We have acquired all the new right-of-way and easements needed for the construction of this project. FHWA requires submission of KDOT Form 1306 certifying compliance of the property acquisition procedures for this project and arrangements made for utility relocation.

ACTION REQUIRED: Consent agenda authorization for the Chair of the Board of County Commissioners to execute Form 1306.

State of Kansas

Right of Way Clearance for Federal Aid Projects

Certification by the Local Agency to the Kansas Department of Transportation of Real Property Acquisition Procedures and Utility Arrangements

Project Number

Date

County

WHEREAS: Said improvement is located and

WHEREAS: Said improvement consists of herein referred to as Project, and

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, as agent for the City / County

, Kansas, hereinafter referred to as the City / County have entered into an agreement dated

and
WHEREAS: The above referenced agreement requires the City / County to certify compliance with Kansas Department of Transportation and Federal Highway Administration Right-of-Way Acquisition procedures.

NOW THEREFORE, THE CITY / COUNTY HEREBY CERTIFIES:

1. That all right-of-way (R/W) and easements for borrow pits, channel changes, and/or other construction as indicated on the plans as necessary for the construction of the Project have been acquired, including legal and physical possession, evidenced by said documents being recorded in the Register of Deeds office. All acquisitions were completed by the City / County in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and amendments thereto, BLP Memos 99-2 and 02-11 and Attachments 1 through 9, and the Federal Highway Administration's booklet entitled, Real Estate Acquisition Guide for Local Public Agencies.

2. That the total number of tracts acquired equals

A: Number of Tracts Purchased

B: Number of Tracts Administrative Settlements Were Used

C: Number of Tracts Condemned

D: Number of Tracts Donated

Total amount paid to landowner(s)/tenant(s) by agency for the acquisition of properties

3. If buildings, structures, or other improvements owned by a tenant or landowner were acquired or relocated, the Bureau of Right of Way of the Kansas Department of Transportation was contacted for guidance as to the proper procedures.

A: Number of Tracts with Relocation

0

B: Were buildings, structures, or other improvements involved in this project?

No

Total amount paid to landowner(s)/tenant(s) by agency for relocation benefits

0

4. If the new R/W or permanent easement acquired for the Project is adjacent to, along, or abutting KDOT highway R/W, copies of the deeds and plan sheets showing the applicable R/W tracts shall be submitted to KDOT Bureau of Local Projects.

Was new R/W or permanent easement acquired adjacent to, along, or abutting KDOT highway R/W?

No

5. Records will be maintained on file for at least three (3) years after the acquiring agency has been notified that the Project has been accepted by the Kansas Department of Transportation.

6. Any companies owning or operating utilities or other facilities within the limits of the Project, have been contacted and the facilities have been relocated, or arrangements made and/or plan notes indicating the moving, removing, or adjusting of such facilities, as may be necessary, upon due notification of such companies by the City / County (DOT Form Number 1304, attached hereto, lists such companies with headquarters addresses and gives the status of relocations.)

7. That City / County funds will be available for the matching of State and/or Federal funds to finance construction work on this Project.

BE IT RESOLVED: The City / County makes the above certifications and the Secretary can proceed in accordance with the provisions of the agreement above referenced for the Project.

Signed this 14th day of May 2014 at Douglas County Kansas

Certified By:

County Engineer / Road Supervisor

Nancy Thellman, Chair
Douglas County Commission



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

MEMORANDUM

To : Board of County Commissioners

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

Date : May 8, 2014

Re : Consent Agenda approval to solicit bids for Chip Seal contract work
Project No. 2014-1

In accordance with the Purchasing Policy, we request approval to solicit bids for chip seal contract maintenance work in 2014. Road & Bridge Fund 201 includes \$1,260,000 for chip seals, and the CIP includes \$500,000 for annual contract maintenance projects.

This department has identified 48.6 centerline road miles to be chip sealed by contract in 2014. This includes approximately 1.3 miles of roads within the City of Lecompton, for which the cost will be reimbursed by the City of Lecompton. We estimate bids for chip sealing Douglas County's road segments will be well within the budget amounts stated above. A listing of road segments to be chip sealed is attached.

You will recall the last three years we have concentrated on overlay work and have not chip sealed roads. Following this year's chip seals, we next plan to let a contract for chip seals in 2016.

Action Required: Consent Agenda approval to solicit bids for Project No. 2014-1, chip sealing approximately 49 centerline road miles, which includes approximately 1.3 miles within the City of Lecompton. |

DOUGLAS COUNTY PUBLIC WORKS
 PROJECT NO. 2014-1; ANNUAL CHIP AND SEAL
 SUMMARY OF AREAS TO BE SEALED
 May 2, 2014

DOUGLAS COUNTY ROAD SEGMENTS
 (SINGLE BITUMINOUS SEAL)

ROUTE	FROM	TO	LENGTH (MILES)
1023	E100	E 200	1.07
1023	RTE 460	E 100	1.48
1023	E 200	E 300	1.22
1029	E1 (COUNTY LINE)	RTE 10 (E 750)	7.56
1039	RTE 1	RTE 458	0.73
1039	N250	N500	2.52
1055	N 700/E1700	Rte 458	3.70
1061	RR TRACKS	KS RIVER BRIDGE	0.48
438	K-10	E 900	0.22
438	E 900	E 1200	3.02
438	N 1800	I-70	0.36
442	E 2300	JO CO LINE	0.90
460	COUNTY LINE	E 100	1.00
460	RTE 1029	RTE 1S	0.51
460	RTE 1039	N 600/E 1100	3.12
460	E 1200	E 1700	5.39
1	ALL		2.58
1E	ALL		2.69
3	RTE 1E	END OF PAVEMENT (PLUS CAMPGROUND RD)	0.72
10	ALL		1.09
600	E 1700	E 1750	0.50
BEAVER CREEK ESTATES	ALL		0.36
COAL CREEK ESTATES	ALL		0.48
HESPER	ALL		2.41
KANWAKA MEADOWS	ALL		0.19
LAKE ESTATES NORTH	ALL		0.38
LAKE ESTATES SOUTH	ALL		0.42
NORTHWOOD	ALL		0.45
PLEASANT GROVE	ALL		1.72
SPRING BLUFF	ALL		0.07
			47.34

CITY OF LECOMPTON
 (SINGLE BITUMINOUS SEAL)

STREET	FROM	TO	LENGTH (MILES)
SIMONS	7TH ST	SOUTH END	0.10
WHITFIELD	7TH ST	SOUTH END	0.07
ISACKS	WOODSON	5TH ST	0.15
ELMORE	WOODSON	5TH ST	0.14
HALDERMAN	WOODSON	SOUTH END	0.15
BOONE	WOODSON	5TH ST	0.15
BOONE	5TH ST	SOUTH END	0.12
5TH ST	WHITFIELD	ELMORE	0.14
5TH ST	BOONE	RTE 1029	0.05
5TH ST	RTE 1029	EAST END	0.13
7TH ST	WEST END	WHITFIELD	0.13
			1.33

TOTAL: 48.67

PROJECT NO. 2014-1 MILEAGE
 SINGLE BITUMINOUS SEAL = 48.67 MILES

**DOUGLAS COUNTY PUBLIC WORKS
PROJECT NO. 2014-1; ESTIMATED QUANTITIES
5/2/2014**

**DOUGLAS COUNTY QUANTITIES & ESTIMATE
SINGLE SEAL LENGTH = 47.34 MILES**

BID ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
LIGHTWEIGHT AGGREGATE (CM-L-2)	C.Y.	5492	\$55.00	\$302,060.00
EMULSIFIED ASPHALT (CRS -1HP)	TON	1025.8	\$700.00	\$718,060.00
TRAFFIC CONTROL MANIPULATION	L.S. STATION	0.9727 2499.6	\$30,000.00 \$55.00	\$29,181.00 \$137,478.00
MOBILIZATION	L.S.	0.9727	\$30,000.00	\$29,181.00

ESTIMATED PROJECT COST = \$1,215,960.00

**CITY OF LECOMPTON QUANTITIES & ESTIMATE
SINGLE SEAL LENGTH = 1.33 MILES**

BID ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
LIGHTWEIGHT AGGREGATE (CM-L-2)	C.Y.	110.0	\$55.00	\$6,050.00
EMULSIFIED ASPHALT (CRS -1HP)	TON	20.5	\$700.00	\$14,350.00
CUTBACK ASPHALT (MC-30) FOR PRIME	TON	1	\$1,100.00	\$1,100.00
TRAFFIC CONTROL MANIPULATION	L.S. STATION	0.0273 70.2	\$30,000.00 \$55.00	\$819.00 \$3,861.00
MOBILIZATION	L.S.	0.0273	\$30,000.00	\$819.00

ESTIMATED PROJECT COST = \$26,999.00

TOTAL ESTIMATED PROJECT COST = \$1,242,959.00

<u>ROUTE</u>	<u>SEGMENT</u>	<u>DISTANCE</u>	<u>AADT</u>
1023	N7	1.48	80
1023	E1	1.07	189
1023	N9	1.22	298
1029	N0	1.00	408
1029	N1	1.00	408
1029	N2	1.00	408
1029	N3	0.99	408
1029	N4	1.00	400
1029	N5	1.00	400
1029	N6	1.09	521
1029	N7	0.46	521
1039	N9	0.73	642
1039	N2.5	0.52	162
1039	N3	1.00	273
1039	N4	1.00	273
1055	N7	1.46	2100
1055	N8	1.08	2100
1055	N9	0.55	2100
1055	N9.5	0.61	2100
1061	N14.5	0.48	2421
438	E8.5	0.46	2543
438	E9	1.01	2529
438	E10	1.01	2540
438	E11	1.00	2540
438	N17	0.36	2566
442	E23	0.90	348
460	E0	1.00	208
460	E5.5	0.51	110
460	E9	1.17	219
460	E10	0.98	517
460	N5	0.97	757
460	N6	0.47	757
460	E12	0.43	757
460	E12.5	0.66	2380
460	E13	0.88	2380
460	E14	0.91	2340
460	E15	1.50	1441
460	E16	1.01	581
1	ALL	2.58	199
1E	ALL	2.69	228
3**	N6.5	0.72	14
10	ALL	1.09	63
Totals		40.06 Miles	42,229 counted

**includes camp ground road



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Accessing the U.S. Communities Contract for Copiers

DATE: May 8, 2014

The end of 2014 concludes Douglas County's five year lease of fifty five multi-function copiers. In the past, the County has either purchased or leased their equipment and established a service contract based on a CPC (cost per copy) rate for black/white and color.

For the last twenty years, the County has established one contract for all copiers. For the first ten years, the contracts were established through a formal bid process. Ten years ago, staff recognized the significant value of accessing cooperative contracts that were established through a competitive bidding process. For the last ten years, staff evaluated the existing cooperative contracts through an RFI (Request for Information) process.

For fifteen out of the twenty years, Ricoh has offered the best overall value and been awarded our contracts; ten of those years were through the U.S. Communities contract. In Attachment 2 I outlined processes and timelines for soliciting an RFI (Request for Information), soliciting formal bids, and accessing a cooperative contract. The process to develop requirements and incorporate efficiencies, compare models and cooperative contracts, review security, and finalize a contract can take approximately six to twelve months.

In 2013, Fairfax County administered an RFP process for the U.S. Communities contract which Ricoh was the awarded contractor. The attached tables in Attachment 1 summarize current and recommended configurations from this contract. As shown, the new contract provides annual savings of \$12,428/\$62,139 over the five years. As a result of the County's long term history with Ricoh, staff requests that Douglas County access the U.S. Communities contract for copiers for the next five years. Douglas County Purchasing Policy allows the Board to approve utilizing a cooperative contract for commodities/services greater than \$20,000. Attached is a list of agencies in our area utilizing the U.S. Communities contract with Ricoh. Some of them accessed the U.S. Communities contract without an RFI process.

One of the biggest cost savings of utilizing an existing contract is saving staff time. By accessing the cooperative contract, staff only considers the specification differences for one manufacture instead of looking at multiple manufactures to determine our minimum requirements. The cooperative contracts provide flexibility to make modifications and/or add equipment. It also allows change with service providers through authorized dealers.

The formal bidding and RFI processes have proven not to offer the county substantial cost savings. Five years ago through an RFI, Douglas County's five year cost ranged from \$473,865 - \$557,335 by suppliers who had a cooperative contract and met our requirements.

The recommended configurations reflect copy charges that were based on current volumes. While the recommended configuration looked at current models and allowed for speed increases, staff would like to look at areas that can become more efficient with the copier devices. A final recommendation of the contract would be brought back to you in the next three or four months identify these efficiencies and potential cost savings.

I will be available to answer any questions.

SUGGESTED MOTION: Authorize staff to access the U.S. Communities cooperative contract with Ricoh USA, Inc. to develop a five year lease with service for the multi-function copiers.

Attachment 1: U.S. Communities cost comparison between current agreement and new agreement

Current Configuration - Total Cost of Ownership

RICOH MODEL	QUANTITY
Ricoh MP 171SPF	5
Ricoh MP 2000SPF	5
Ricoh MP 2550SPF	11
Ricoh MP 4000SPF	16
Ricoh MP 6001SPF	1
Ricoh MP C4000	11
Ricoh MP C2800SPF	4
Ricoh MP C2050SPF	2
Monthly Lease Costs	\$6,167.27
Monthly Average B&W Copy Charges	\$1,576.52
Monthly Average Color Copy Charges	\$1,103.52
Total Monthly Costs	\$8,847.31
Total Annual Costs	\$106,167.66

Recommended Configuration - Total Cost of Ownership

RICOH MODEL / Enhancements	QUANTITY
Ricoh MP 301 / 82% Speed Increase	5
Ricoh MP 2501SPF / 25% Speed Increase	5
Ricoh MP 2553SPF / Same Speed	11
Ricoh MP 4002SPF / Same Speed	16
Ricoh MP 6002SPF / Same Speed	1
Ricoh MP C4503SPF / 12.5% Speed Increase	11
Ricoh MP C3003SPF / 7% Speed Increase	4
Ricoh MP C2051SPF / Same Speed	2
Monthly Lease Costs	\$5,650.00
Monthly Average B&W Copy Charges	\$1,176.51
Monthly Average Color Copy Charges	\$985.14
Total Monthly Costs	\$7,811.65
Total Annual Costs	\$93,739.77

Recommended Proposal - Monthly Savings	\$1,035.66
Recommended Proposal - Annual Savings	\$12,427.89
TOTAL Contract Savings (5 YEARS)	\$62,139.46

Attachment 2: Details on the RFI, Formal Bidding, and Accessing U.S. Communities Processes

RFI (last time Douglas County started in March and received devices the end of December)

Douglas County's RFI process does a comparison of cooperative contracts, which requires the contracts to be established through a competitive bidding process. These contracts are awarded at the state, regional, or national level and then open to political subdivisions or government agencies. Most of these contracts are bid every five years which is in line with our policy requirement. Staff from IT, Purchasing, and large departments would be involved in the following process.

- Evaluate new technology and specifications to determine minimum requirements. Each model and manufacture is different and has changed after 5 years.
- Explore efficiencies that can create cost savings (location, number of devices, functionality requirements, etc.)
- Develop RFI documents
- Filter questions from multiple companies and issue addendum(s)
- Tabulate and summarize responses
- Interviews/demonstrations
- Negotiate and finalize a contract
- Walk-thru of locations (ensure models can fit in the designated areas and network requirements are met)
- Provide notice to departments
- Coordinate removal of existing equipment with new installation with minimal down time for departments.
- Ensure data from existing equipment has been wiped clean in accordance with DOD (Department of Defense) standards.
- Establish group and/or department training.

Formal Bidding (Average time 12-15 months)

This process is similar to an RFI but the primary difference is the contractual terms and conditions are already established in an RFI through the cooperative contract.

Access Cooperative Contract (Estimate 2-3 months)

The U.S. Communities contract was bid by Fairfax County in 2013 with a combine purchasing power of up to 90,000 local agencies. While Fairfax County was the lead agency the evaluating committee is comprised of a U.S. Communities Advisory Board with the lead agency. Members of this Board consist of purchasing professionals. All manufactures were provided the opportunity to submit a bid. Below outlines accessing the U.S. Communities contract:

- Evaluate new technology and specifications to determine minimum requirements.
- Explore efficiencies that can create cost savings (location, number of devices, functionality requirements, etc.)
- Provide notice to departments
- Coordinate removal of existing equipment with new installation with minimal down time for departments.
- Ensure data from existing equipment has been wiped clean in accordance with DOD (Department of Defense) standards.
- Establish group and/or department training.



Local Agencies Utilizing U.S. Communities RICOH Contract

- University of Kansas / University of Kansas Hospital Authority
- Lawrence Public Schools (USD #497)
- City of Lawrence (Parks & Recreation, Aquatics, Utilities, Streets & City Manager)
- City of Osawatomie, KS
- City of Independence, MO
- City of Gardner, KS
- City of Lawrence (Parks & Recreation, KS)
- City of Lenexa
- City of Merriam
- City of Mission, KS
- City of North Kansas City, MO
- City of Grandview, MO
- City of Overland Park
- City of Spring Hill
- City of Paola
- City of Raytown, MO
- City of Smithville, MO
- City of Topeka
- City of Wichita
- Atchison County
- Barton County
- Clay County, KS
- Clay County, MO
- Cloud County
- Douglas County, KS
- Johnson County, KS
- Miami County, KS
- Jackson County, MO
- Olathe School District (USD #233)
- Shawnee Mission School District (USD #512)
- Gardner-Edgerton School District (USD #231)
- DeSoto School District (USD #232)
- Baldwin City School District (USD #348)
- Paola School District (USD #368)
- Midway School District
- Manhattan-Ogden School District
- Excelsior Springs School District



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

MEMORANDUM

To : Board of County Commissioners

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

Date : May 9, 2014

Re : Consent Agenda acceptance of proposal for testing & inspection services
Construction of new Public Works facility

We need to provide for material testing and construction inspection services for construction of the new Public Works facility. This is necessary to ensure we receive quality materials and sound construction methods for the new facility. While our architect team will periodically inspect the work for adherence to design documents, materials testing and inspection services are not included in their scope of services.

Our Construction Manager at Risk, McCown Gordon Construction, obtained proposals on our behalf from four firms. A summary of proposals received is attached. Kaw Valley Engineering submitted to lowest cost proposal, and they are well qualified to perform this work.

The estimated cost of these services is \$39,902. The actual cost of services may vary depending on construction schedule. The cost for these services is included in the project budget.

Action Required: Consent Agenda authorization for the Public Works Director to accept the proposal from Kaw Valley Engineering, Inc. to provide materials testing and inspection services for construction of the new Public Works facility at an estimated cost of \$39,902.00.



April 24, 2014

Mrs. Sarah Plinsky
Douglas County, KS
1100 Massachusetts
Lawrence, KS 66044

RE: Douglas County Public Works
Special Inspections

Dear Sarah:

We are in receipt of four (4) competitive bids for the Special Inspections and Testing scope of work for the Douglas County Public Works facility. A bid tabulation is attached for your reference. Please note that special inspections are typically contracted on an on-call basis, and final costs could fluctuate based on actual time spent on the project.

Based on the bid results, we recommend Douglas County enter into an agreement with Kaw Valley Engineering no later than Monday, May 12 to coincide with the project schedule.

If you should have any questions or additional information is needed, please feel free to contact me at your earliest convenience.

Respectfully,

A handwritten signature in black ink that reads "Emily Brown".

Emily Brown
Project Executive

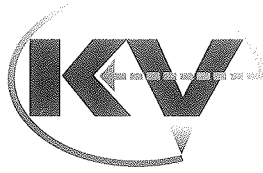
cc: JD / SC / JB
Project File

SPECIAL INSPECTIONS AND TESTING

COMPANY	Terracon	Kaw Valley	GeoSource	PSI
CONTACT	Kevin Brown	Jeff Frantzen	Jimmy Adamns	Bill O'Dell
PHONE	913-492-7777	913-894-5150	785-272-7200	913-310-1600

BASE BID	57,645	39,902	69,900	44,452
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	-				
Acknowledged schedule	-	yes	yes	yes	yes
	-				
Placement of reinforced concrete	-	included	included	included	included
Placement of reinforcing steel	-	included	included	included	included
Verification of soils	-	included	included	included	included
High strength bolting	-	included	included	included	included
Testing of reinforced concrete	-	included	included	included	included
Bolts in concrete	-	included	included	included	included
Excavation and fills	-	included	included	included	included
Steel frame inspection	-	included	included		included
Asphalt testing	-	included	included	included	included
	-				
	-				
	-				
	-				
	-				



KAW VALLEY ENGINEERING, INC.

April 29, 2014

C13P7431-R

Douglas County, Kansas
1242 Massachusetts Street
Lawrence, Kansas 66044

C/o Ms. Emily Brown
McCown Gordon Construction, L.L.C.
422 Admiral Boulevard
Kansas City, Missouri 64106

**RE: CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
DOUGLAS COUNTY PUBLIC WORKS FACILITY
EAST 25TH STREET
LAWRENCE, KANSAS**

Dear Ms. Brown:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to provide this proposal for construction materials testing and inspection services for the above referenced project.

The scope of services outlined below (the "Services") will be performed in accordance with the attached Cost Overview. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this letter.

PROJECT DESCRIPTION

The proposed project is to consist of construction of a new public works facility in Lawrence, Kansas.

SCOPE OF SERVICES

The purpose of the proposed Scope of Services is to perform testing of construction items to enhance compliance with the project plans and specifications.

The Scope of Services will consist of the following:

- Obtaining samples of fill material to perform Moisture-Density Relationship tests and Atterberg Limits.

o t h e r l o c a t i o n s

Junction City, Kansas • Kansas City, Missouri • Salina, Kansas

- Providing a representative to perform in-place moisture and density tests for fill and backfill placed.
- Providing a representative to observe foundation excavation; and reinforcing steel, anchor bolt, and concrete placement.
- Providing a representative to perform testing of structural, site, and slab-on-grade concrete. Field testing shall include slump, air content, and casting of compressive strength test cylinders. Laboratory testing shall include compression of strength test cylinders.
- Providing a representative to perform inspections for structural steel, including frame, welding, and high strength bolting observations.
- Providing a representative to observe and test structural masonry construction, including casting of mortar and grout compressive strength test specimens, and slump of grout. Laboratory testing shall include compression of strength test cylinders.
- Providing a representative to test portland cement concrete and asphaltic concrete pavements. Field testing shall include slump, air content and casting of compressive strength test cylinders (portland cement concrete), and in-place density testing (asphaltic concrete). Laboratory testing shall include compression of test cylinders (portland cement concrete), and Marshall properties and extraction/gradation (asphaltic concrete). If needed, flexural strength beams will be cast and tested for portland cement concrete.
- Providing Daily Observation Reports documenting the field activities and laboratory test results.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.
- Attending meetings on an as-needed basis during progress of construction.

FEES AND SCHEDULE

Based upon the construction documents and schedule provided, we have projected an estimated cost budget of **Thirty-Nine Thousand Nine Hundred Two Dollars (\$39,902.00)**, in accordance with the outlined scope. A breakdown is displayed on the attached Cost Overview. The estimated cost budget is an estimate only. The actual cost realized at the end of the project depends heavily on the construction schedule/client scheduling. Fees will be invoiced for actual work completed.

We request that a 24-hour notice be provided in scheduling of testing and observation activities. Fees will be invoiced for actual work completed. Time spent on the project in excess of eight (8) hours in a day or forty (40) hours in a week will be billed at the standard hourly rate. Invoices shall be submitted by KVE on a monthly basis, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. If payment in full is not received by KVE within thirty (30) calendar days of the invoice date, invoices shall be

subject to a late charge of one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice date.

Additional work beyond the presented scope of work, including standby, may require additional pricing for the fee schedule. Extension of the proposed construction schedule, including standby time, will be performed in accordance with the rates presented on the attached fee schedule.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Jeffrey A. Frantzen, Ph.D., P.E.
Materials Engineer

JAF/srh

Attachments: 2014 Standard Hourly Rate Schedule
2014 Construction Materials Testing and Observation Schedule of Fees

\\nsf\c\13\proj\c13p7431\materials_testing\proposal\04-29-14\Kve\Proposal Douglas County Public Works Facility.docx

By signing this Authorization and Notice to Proceed or ordering the commencement of Services (the "Authorization") you are affirming that you are authorized to bind Client to the terms and conditions of this Authorization and have read and accepted the terms and conditions. Any additional document requirements, including but not limited to Client form contracts and lien waivers that you have not presented to KVE for approval prior to the execution of this Authorization or the commencement of Services, are hereby waived and KVE's standard forms and format shall apply.

AUTHORIZATION AND NOTICE TO PROCEED

Client: Douglas County, Kansas

Name/Title: _____
(please print)

Signature: _____

Date: _____

Purchase Order No.: _____

REPORT DISTRIBUTION DATA SHEET

This form must be completed by Client.

Submit observation reports to Client attention:

Contact/Title: _____

E-mail (*Required Field*): _____

Submit observation reports to the additional parties listed below:

<p>Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor)</p> <p style="text-align: center;"><i>Primary distribution is E-mail</i></p>	<p>Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____</p>
<p>Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor)</p> <p style="text-align: center;"><i>Primary distribution is E-mail</i></p>	<p>Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____</p>
<p>Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor)</p> <p style="text-align: center;"><i>Primary distribution is E-mail</i></p>	<p>Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____</p>
<p>Type: _____ (e.g. Owner, Architect, Engineer, City Official, Contractor, Subcontractor)</p> <p style="text-align: center;"><i>Primary distribution is E-mail</i></p>	<p>Name: _____ Contact/Title: _____ Address: _____ _____ Phone: _____ Job Ph: _____ Fax: _____ Job Fax: _____ Cell: _____ E-mail (Required): _____</p>

COST OVERVIEW
DOUGLAS COUNTY PUBLIC WORKS FACILITY
LAWRENCE, KANSAS

Services	Unit	Quantity	Unit Price	Extension
1. Fill Placement				
Moisture / Density Relationship (ASTM D 698)	Each	3	\$175.00	\$ 525.00
Atterberg Limits	Each	3	\$75.00	\$ 225.00
In-Place Moisture / Density Testing	Hour	98	\$70.00	\$6,860.00
Standby / Density Testing	Hour	0	\$70.00	\$ 0.00
			Subtotal	<u>\$7,610.00</u>
2. Foundations / Structural Concrete				
Foundation Excavation / Reinforcing Steel Observation	Hour	24	\$65.00	\$1,560.00
Concrete Placement / Testing	Hour	80	\$65.00	\$5,200.00
Standby / Concrete	Hour	0	\$65.00	\$ 0.00
Compressive Strength Cylinder Testing	Each	80	\$12.00	\$ 960.00
			Subtotal	<u>\$7,720.00</u>
3. Site / Slab-on-Grade Concrete				
Concrete Placement / Testing	Hour	66	\$65.00	\$4,290.00
Concrete Cylinder Testing	Each	56	\$12.00	\$ 672.00
			Subtotal	<u>\$4,962.00</u>
4. Structural Steel				
Welding, Bolting & Frame Inspection	Hour	30	\$100.00	\$3,000.00
Standby / Inspection	Hour	0	\$100.00	\$ 0.00
			Subtotal	<u>\$3,000.00</u>
5. Structural Masonry				
Placement Observation / Testing	Hour	60	\$65.00	\$3,900.00
Mortar / Grout Cylinder Testing	Each	60	\$12.00	\$ 720.00
Standby / Masonry Observation	Hour	0	\$65.00	\$ 0.00
			Subtotal	<u>\$4,620.00</u>
6. Site Asphalt				
Extraction / Gradation	Each	7	\$200.00	\$1,400.00
Marshall Properties	Each	7	\$200.00	\$1,400.00
In-Place Density Testing	Hour	56	\$70.00	\$3,920.00
			Subtotal	<u>\$6,720.00</u>
7. Travel				
Vehicle	Mile	7000	\$0.56	\$3,920.00
			Subtotal	<u>\$3,920.00</u>

8. Professional Staff

Supervisor Construction Materials	Hour	15	\$90.00	<u>\$1,350.00</u>
			Subtotal	<u>\$1,350.00</u>

***Estimated Total Budget Cost \$39,902.00**

**Estimated Cost Budget is an estimate only. Fees will be invoiced for actual work completed.*

TERMS AND CONDITIONS
DOUGLAS COUNTY PUBLIC WORKS FACILITY
LAWRENCE, KANSAS

1. **Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and KVE's performance of testing, inspection, and observation Services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. KVE will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

2. **Warranty.** KVE will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. KVE MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO KVE'S SERVICES AND KVE DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **LIMITATION OF LIABILITY.** CLIENT AND KVE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING KVE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF KVE (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000.00 OR ITS FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF KVE'S SERVICES ON THIS PROJECT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER KVE'S GENERAL LIABILITY POLICY.

4. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

5. **Change Orders.** Client may request changes to the scope of services by altering or adding to the Services to be performed. If Client so requests, KVE will return to Client a statement (or supplemental Agreement or Authorization for Services) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits KVE to perform changed or additional work, the Services are changed accordingly and KVE will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to KVE at the time of Authorization, KVE is entitled to a change order equitably adjusting its Services and fees.

6. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation/Fee section of the Authorization. Fee schedules are valid for the calendar year in which they are issued. KVE may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify KVE in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a late charge of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that KVE incurs, including attorney fees. KVE may suspend Services for lack of timely payment, and if account remains unpaid for up to 90 days, KVE may cause a mechanic's lien to be filed on the subject property on or around the 90th day of the unpaid account.

7. **Third Party Reliance.** This Authorization and the Services provided are for KVE and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, KVE will issue additional reports to others agreed upon with Client; however, Client understands that such additional reports will not be issued until those parties sign and return KVE's reliance Authorization and KVE receives the agreed upon reliance fees.

8. **Indemnity.** KVE agrees, to the fullest extent allowed by law, to indemnify and hold harmless the Client and its designated representatives from and against any and all loss, cost, damage or expense, including reasonable attorneys' fees and other costs of defense, to the extent such loss, cost, damage or expense is caused (on a comparative basis of fault) by the negligent act, error or omission of KVE or its agents or subconsultants in the performance of services provided pursuant to this Authorization. It is understood and agreed that KVE's indemnity obligation shall not extend to losses, costs, damages

or expenses that are attributable to the comparative fault of indemnitees or of third parties over whom KVE has no right of control.

9. **Dispute Resolution.** Client shall not be entitled to assert a claim against KVE based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that KVE has violated the standard of care applicable to KVE's performance of the Services. Client shall provide this opinion to KVE and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its legal remedies at law. This Authorization shall be governed by and construed according to Kansas law.

10. **Subsurface Explorations.** KVE will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

11. **Sample Disposition, Affected Materials and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

12. **Utilities.** KVE shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. KVE shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. KVE shall not be responsible for damage to subterranean structures or utilities that are not called to KVE's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to KVE.

13. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. KVE will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

14. **Unanticipated Hazardous Materials.** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client and KVE agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client and KVE also agree that the discovery of unanticipated hazardous materials will make it necessary for KVE to take immediate measures to protect human health and safety and/or the environment. KVE agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

15. **Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by KVE as instruments of service shall remain the property of KVE.

16. **Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, KVE shall be paid costs incurred and fees earned to the date of termination, plus reasonable costs of closing the project.



This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

2014 Standard Hourly Rate Schedule

Lenexa, Kansas Office

Design Services

Principal	175.00
Project Manager.....	145.00
Senior Design Engineer	125.00
Project Design Engineer	105.00
Staff Engineer	90.00
Geotechnical Engineer.....	140.00
Materials Engineer	140.00
Registered Geologist	90.00
Design Technician	80.00
Drafting Technician	70.00
Administrative Assistant	50.00

Field Services - Surveying

Manager of Field Services	90.00
Professional Land Surveyor.....	105.00
Survey Crew Leader (Research and Computations).....	80.00
1-Person Survey Crew with Equipment.....	120.00
2-Person Survey Crew with Equipment.....	140.00

Field Services – Construction Materials

Supervisor Construction Materials.....	90.00
Senior Engineer Technician.....	75.00
Engineer, Technician II	70.00
Engineer, Technician I	65.00
AWS Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING

Miscellaneous Expenses	At direct cost
Mylar (24" x 36").....	\$ 20.00
Mylar (30" x 42").....	30.00
Vellum (24" x 36")	4.00
Vellum (30" x 42")	5.00
Bond (24" x 36").....	3.50
Bond (30" x 42").....	4.25
8½" x11" / 11"x17" Copies	0.20/page

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$ 0.56/mile
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CONSTRUCTION MATERIALS TESTING AND OBSERVATION
Schedule of Fees – 2014 (KC Metro Area)

WORK ITEM	UNIT	UNIT PRICE
CONCRETE TESTING AND OBSERVATION		
Cylinder Casting, Slump, Air Content, Temperature	Hour	\$65.00
Compressive Strength 6x12, 4x8 Cylinders cylinder breaks	Each	\$12.00
Compressive Strength 2x4, 3x6, and 2x2 Samples	Each	\$12.00
Unit Weight of Samples	Each	\$15.00
SOIL TESTING AND OBSERVATION		
Pier Drilling Observation	Hour	\$75.00
In-situ Density, Utilizing Nuclear Densometer or Sand Cone Method	Hour	\$70.00
Moisture Density Relationship (ASTM D 698)	Each	\$175.00
Moisture Density Relationship with Fly Ash (ASTM D 698)	Each	\$225.00
Moisture Density Relationship (ASTM D 1557)	Each	\$200.00
Atterberg Limits	Each	\$75.00
Hydrometer Analysis	Each	\$150.00
Natural Moisture Content (Sample returned to lab)	Each	\$10.00
ASPHALT TESTING AND OBSERVATION		
In-place Density, Utilizing Nuclear Densometer	Hour	\$70.00
Marshall Properties, Including Stability and Flow	3 Pills	\$200.00
Gyratory Compaction (ASTM D 6925)	Each	\$325.00
Maximum Theoretical Specific Gravity	Each	\$100.00
Asphalt Extraction and Gradation	Each	\$200.00
Washed Aggregate Gradation	Each	\$75.00
Coring (Bit charge)	Inch	\$10.00
STRUCTURAL STEEL		
AWS Technician	Hour	\$100.00
NDT Equipment	Day	\$100.00
TRAVEL		
Vehicle	Mile	\$0.56
Technician (Standby time and travel time)	Hour	\$60.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.		

RESOLUTION NO. ____

A RESOLUTION CREATING FIRE DISTRICT NO. 2, COUNTY OF DOUGLAS, KANSAS, WITH BOUNDARIES CONSISTING OF PALMYRA TOWNSHIP, DOUGLAS COUNTY, KANSAS; AND PROVIDING FOR THE APPOINTMENT OF A BOARD OF TRUSTEES TO GOVERN FIRE DISTRICT NO. 2, COUNTY OF DOUGLAS, KANSAS.

WHEREAS, the Board of County Commissioners of Douglas County, Kansas (the "Board of County Commissioners") has, on its own motion at the request of various persons, considered the advisability of the organization of a fire district (the "Fire District") pursuant to the provisions of K.S.A. 19-3601 *et. seq.*, with the boundaries of said fire district being all of Palmyra Township, Douglas County, Kansas, by definition excluding the boundaries of the City of Baldwin City, Kansas ("Township"); and

WHEREAS, on May 14, 2014, following publication in accordance with the provisions of K.S.A. 19-3602, a public hearing was held at which time the public comment was heard on the advisability of organizing the Fire District; and

WHEREAS, the Board of County Commissioners has determined that it is advisable and in the public interest that the Fire District shall be organized for the protection of lives and property from the hazards of fire and to more efficiently provide such protection; and

WHEREAS, the limits and boundaries of the Fire District shall consist of the Township.

THEREFORE, it is resolved by the Board of County Commissioners:

Section 1. Pursuant to K.S.A. 19-3601 *et. seq.*, there is hereby created a fire district, which shall be known as "Fire District No. 2, County of Douglas, Kansas" ("Fire District No. 2").

Section 2. The geographical area of Fire District No. 2 shall consist of the entirety of Palmyra Township, by definition excluding the boundaries of the City of Baldwin City, Kansas.

Section 3. It is in the best interests of Douglas County, Kansas to place the supervision of Fire District No. 2 under a fire district Board of Trustees. Pursuant to K.S.A. 19-3612a, the Board of Trustees shall consist of not less than 3 members and not more than 9 members, other than the members of the Board of County Commissioners, who shall serve at the pleasure of the Board of County Commissioners. The Board of Trustees shall be vested with all of the governing and supervisory powers vested in the Board of County Commissioners pursuant to K.S.A. 19-3601 *et seq.*

Section 4. Fire District No. 2 created by this Resolution shall commence its operations on January 1, 2015. Before such date, however, the Board of Trustees shall establish a budget according to law, and take such other actions to prepare for the commencement of operations on such date.

Section 5. Fire District No. 2 created by this Resolution shall be deemed duly organized from and after adoption of this Resolution and publication once in the official county newspaper.

ADOPTED on May 14, 2014.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:

Nancy Thellman, Chair

Mike Gaughn, Member

Jim Flory, Member

ATTEST:

Jameson D. Shaw, Douglas County Clerk

RESOLUTION NO. ____

A RESOLUTION CREATING FIRE DISTRICT NO. 3 COUNTY OF DOUGLAS, KANSAS, WITH BOUNDARIES CONSISTING OF WILLOW SPRINGS TOWNSHIP, DOUGLAS COUNTY, KANSAS; AND PROVIDING FOR THE APPOINTMENT OF A BOARD OF TRUSTEES TO GOVERN FIRE DISTRICT NO. 3, COUNTY OF DOUGLAS, KANSAS.

WHEREAS, the Board of County Commissioners of Douglas County, Kansas (the "Board of County Commissioners") has, on its own motion at the request of various persons, considered the advisability of the organization of a fire district (the "Fire District") pursuant to the provisions of K.S.A. 19-3601 *et. seq.*, with the boundaries of said fire district being all of Willow Springs Township, Douglas County, Kansas ("Township"); and

WHEREAS, on May 14, 2014, following publication in accordance with the provisions of K.S.A. 19-3602, a public hearing was held at which time the public comment was heard on the advisability of organizing the Fire District; and

WHEREAS, the Board of County Commissioners has determined that it is advisable and in the public interest that the Fire District shall be organized for the protection of lives and property from the hazards of fire and to more efficiently provide such protection; and

WHEREAS, the limits and boundaries of the Fire District shall consist of the Township.

THEREFORE, it is resolved by the Board of County Commissioners:

Section 1. Pursuant to K.S.A. 19-3601 *et. seq.*, there is hereby created a fire district, which shall be known as "Fire District No. 3, County of Douglas, Kansas" ("Fire District No. 3").

Section 2. The geographical area of Fire District No. 3 shall consist of the entirety of Willow Springs Township.

Section 3. It is in the best interests of Douglas County, Kansas to place the supervision of Fire District No. 3 under a fire district Board of Trustees. Pursuant to K.S.A. 19-3612a, the Board of Trustees shall consist of not less than 3 members and not more than 9 members, other than the members of the Board of County Commissioners, who shall serve at the pleasure of the Board of County Commissioners. The Board of Trustees shall be vested with all of the governing and supervisory powers vested in the Board of County Commissioners pursuant to K.S.A. 19-3601 *et seq.*

Section 4. Fire District No. 3 created by this Resolution shall commence its operations on January 1, 2015. Before such date, however, the Board of Trustees shall establish a budget according to law, and take such other actions to prepare for the commencement of operations on such date.

Section 5. Fire District No. 3 created by this Resolution shall be deemed duly organized from and after adoption of this Resolution and publication once in the official county newspaper.

ADOPTED on May 14, 2014.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:

Nancy Thellman, Chair

Mike Gaughn, Member

Jim Flory, Member

ATTEST:

Jameson D. Shaw, Douglas County Clerk

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

WHEREAS, Douglas County, Kansas, by and through the Board of County Commissioners of Douglas County, Kansas (the "Board"), owns tract of land consisting of approximately 4.78 acres of land located in the northeast portion of Douglas County Public Works Addition, a subdivision of Lawrence, Kansas (which subdivision plat has been approved by the Planning Commission and City Commission, but not yet recorded), the precise legal description of which will be determined by survey (the "Real Estate").

WHEREAS, pursuant to K.S.A. 19-211(b), the Board adopted Resolution No. 14 ____ to create an alternative methodology to permanently dispose of fee title to the Real Estate.

WHEREAS, pursuant to Resolution No. 14 ____, the Board held a public hearing on May 14, 2014, which hearing the Board received public comment and public participation in connection with the permanent disposition of the Real Estate by the Dean the Real estate to the Kansas Department of Transportation ("KDOT") for the sum of \$201,200.

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

1. The Board concludes that it can no longer prudently use the Real Estate for Douglas County business and conveyance of the Real Estate to KDOT for \$201,200 will produce operational cost savings by facilitating shared uses of certain Douglas County and KDOT facilities, is prudent, and is in the best interests of Douglas County and its residents.

2. The Chair of the Board is authorized and directed to execute and deliver a real estate contract in accordance with the Letter of Intent that the Board approved on April 30, 2014, with additional terms and conditions as finally determined and approved by the Chair, pursuant to which the Board will sell the Real Estate to KDOT for a sale price of \$201,200. Once all conditions precedent contained in the contract are satisfied, (i) the Chair of the Board is authorized and directed to execute and deliver to KDOT a deed, conveying fee simple title to the Real Estate in accordance with the terms and conditions of the contract, (ii) any one of the Chair of the Board, the County Administrator, or the Assistant County Administrator is authorized and directed to execute and deliver to KDOT ancillary contracts dealing with shared use of Douglas County facilities and KDOT facilities, (iii) any one of the Chair of the Board, the County Administrator, or the Assistant County Administrator are authorized to execute and deliver any and all other documents that such person determines necessary or advisable in connection with the transactions contemplated the contract.

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IN WITNESS WHEREOF, the foregoing Order was adopted on May 14 2014.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

Mike Gaughan, Commissioner

ATTEST:

Jameson D. Shew, County Clerk

Jim Flory, Commissioner