

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 29, 2014

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of the 2015 Douglas County Holiday Schedule (Sarah Plinsky);
- (c) Consider approval to extend temporary construction easements City of Lawrence force mains in a portion of Broken Arrow Park (Keith Browning); and
- (d) Consider approval of a resolution formally adopting the Multi-Jurisdictional All-Hazards Mitigation Plan which includes Douglas County. (Teri Smith)

REGULAR AGENDA

- (2) Consider amendment of the Tow Service Provider Agreement and amendments to the maximum charges for authorized tow service. (Leslie Herring)
- (3) Consider adopting the following budget items: 1) adoption of Outside Agency Funding Agreement; and 2) Consider amendment of County Budget Request Form. (Leslie Herring)
- (4) Consider recommendation of contract to replace United Way roof (Jackie Waggoner)
- (5) Consider approval to use \$48,926 from the Sustainability and Energy Savings Fund to pay for conduit and installation of a 14 kW solar PV system at the new Public Works facility. (Eileen Horn)
- (6) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Zoning Appeal (2) eligible for reappointment 10/2014
 - Building Code Board of Appeals (1) eligible for reappointment 12/2014
 - Fire District No. 1 – 12/2014
 - 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
- (7) Adjourn

WEDNESDAY, NOVEMBER 5, 2014 –Light Agenda

4:00 p.m. only

-Presentation from Lori Alexander

WEDNESDAY, NOVEMBER 12, 2014-CANCELED

THURSDAY, NOVEMBER 13, 2014

-9:00 a.m. – General Election Canvass

WEDNESDAY, NOVEMBER 19, 2014

4:00 p.m.

-KDOT presentation on proposed interchange at US-40/K-10 (Aaron Frits, P.E., KDOT – Bureau of Road Design)-No backup

6:35 p.m.

-Continued discussion on CUP-14-00304: Consider a Conditional Use Permit for Central Soyfoods LLC, a Value Added Agriculture use, at 1168 E 1500 Rd. Submitted by David Millstein, property owner of record.

(PC Item 3; approved 10-0 on 9/22/14), as tabled from the 10/22/14 meeting.

WEDNESDAY, NOVEMBER 26, 2014-CANCELED

WEDNESDAY, DECEMBER 3, 2014

WEDNESDAY, DECEMBER 10, 2014

6:35 p.m.

-Recognition for Emergency Management Volunteers (Teri Smith)

WEDNESDAY, DECEMBER 17, 2014

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.

**DOUGLAS COUNTY
2015 HOLIDAY SCHEDULE**

New Year's Day	Thursday, January 1
Martin Luther King's Day	Monday, January 19
Memorial Day	Monday, May 25
Fourth of July	Friday, July 3
Labor Day	Monday, September 7
Thanksgiving	Thursday-Friday, November 26.27
Christmas	Friday, December 25
Two (2) Personal Discretionary Day	

Personal Discretionary Day:

Eligibility: Employee's status must be full time or part time with benefits. Employees hired after June 30, 2015 (but before October 1) are only entitled to one (1) personal discretionary day. Employees hired on or after October 1, 2015 are not entitled to a 2015 personal discretionary day.

Definition: One (1) normal work day.

Scheduling: Must be taken all at one time (may not be split into hours). Must be scheduled in advance through the employee's supervisor and according to departmental procedures. Must be utilized during the calendar year 2015 and PRIOR to December 18, 2015.



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : October 23, 2014

Re : Consent Agenda approval to extend temporary construction easements
City of Lawrence force mains in a portion of Broken Arrow Park

During the May 22, 2014 meeting, the BOCC granted a permanent sanitary sewer easement and temporary construction easements in a portion of Broken Arrow Park to the City of Lawrence to construct sanitary sewer force mains. The force mains will run from Pump Station 10 in the northwest quadrant of 31st St. & Louisiana to the new Waste Water Treatment Facility (WWTF) on the south side of the Wakarusa River near the intersection of N 1175 Road with E 1600 Road. The temporary construction easements expire on December 31, 2014.

Due to a change in construction scheduling, the City of Lawrence Utilities Department requests the extension of the temporary construction easements to September 30, 2015. This department recommends granting the extension.

If approved by the BOCC, the attached temporary easement documents should be signed by the Chair. The legal descriptions in the temporary easement documents are unchanged from the documents approved in May 2014. Only the expiration dates have changed.

Action Required: Consent Agenda approval for BOCC Chair to sign documents granting to the City of Lawrence temporary sanitary sewer construction easements within a portion of Broken Arrow Park. |

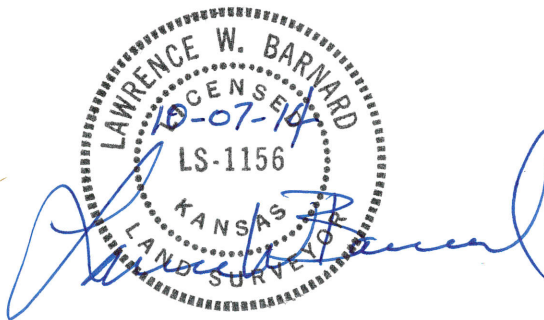
TEMPORARY CONSTRUCTION EASEMENT

THE UNDERSIGNED, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, sells, conveys, and delivers unto the City of Lawrence, Kansas, a municipal corporation, a Temporary Construction Easement for the construction of a sanitary sewer line and other appurtenances thereto, and contractor staging and storage areas, in, over, under, and through the following described tracts of real estate situated in Douglas County, Kansas, to-wit:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 380.04 FEET; THENCE NORTH 89 DEGREES 01 MINUTE 15 SECONDS EAST, A DISTANCE OF 64.04 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET AND THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 00 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 154.67 FEET; THENCE SOUTH 80 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 69.91 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 255.12 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 264.84 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF W. 31ST STREET/N. 1300 ROAD; THENCE SOUTH 89 DEGREES 01 MINUTE 38 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY LINE, BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 89.43 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 300.21 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 1.089 ACRES, MORE OR LESS.



Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or September 30, 2015, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

Grantee shall do or cause nothing to be done to interfere with the Grantor's right to access Grantee's remaining property.

THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS _____ day of _____, 2014.

**NANCY THELLMAN, CHAIR
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid came NANCY THELLMAN, CHAIR, BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

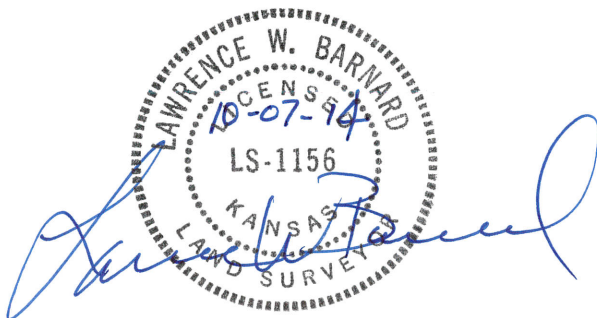
TEMPORARY CONSTRUCTION EASEMENT

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A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 865.00 FEET; THENCE NORTH 88 DEGREES 13 MINUTE 35 SECONDS EAST, A DISTANCE OF 55.00 FEET TO THE EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 13 MINUTES 35 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 63.28 FEET; THENCE NORTH 86 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 19.98 FEET; THENCE SOUTH 03 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 227.12 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 296.85 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 290.57 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF W. 31ST STREET/N. 1300 ROAD; THENCE SOUTH 89 DEGREES 01 MINUTE 38 SECONDS WEST, COINCIDENT WITH SAID EXISTING NORTH RIGHT OF WAY LINE, BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 20.00 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 08 SECONDS WEST, A DISTANCE OF 282.00 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 284.01 FEET; THENCE NORTH 80 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 90.71 FEET TO SAID EXISTING EAST RIGHT OF WAY LINE OF LOUISIANA STREET; THENCE NORTH 03 DEGREES 00 MINUTES 11 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 225.38 FEET; THENCE NORTH 01 DEGREE 46 MINUTES 25 SECONDS WEST, COINCIDENT WITH SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 0.922 ACRES, MORE OR LESS.



Within reasonable time following the termination of the temporary easement, Grantee shall leave the area thereof free of litter and debris; shall cause such area to be of a level and grade compatible with that of the area around said temporary easement; and shall re-seed the area disturbed at the earliest practical time.

This temporary easement shall terminate and be of no further force and effect ninety (90) days after the completion of the said improvements or September 30, 2015, whichever shall first occur.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

Grantee shall do or cause nothing to be done to interfere with the Grantor's right to access Grantee's remaining property.

THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said easement, and will forever defend the title thereto.

THIS AGREEMENT is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the parties hereto.

DATED THIS ____ day of _____, 2014.

**NANCY THELLMAN, CHAIR
BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY**

STATE OF KANSAS)
 :SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid came NANCY THELLMAN, CHAIR, BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

MEMO

To: Douglas County Commission
From: Douglas County Emergency Management
Date: October 21, 2014
Re: Region K All Hazards Mitigation Plan

The Commission is being asked to consider signing a resolution formally adopting the Multi-Jurisdictional All-Hazards Mitigation Plan in which Douglas County is included.

The plan identifies strategies, as well as a number of specific projects, which will make the community safer by minimizing the impact of disasters on lives and property. The previous plan was developed in 2009, and per requirements of the Federal Emergency Management Agency, an update is required every five years in order to continue to be eligible for mitigation project grant funding. The 2014 plan was developed in coordination with senior planners and managers of all Douglas County jurisdictions, and also school districts and universities within the county. It complies with all standards and has been approved by the Federal Emergency Management Agency.

Your signature represents the willingness and commitment of all Douglas County jurisdictions and special districts to work together to accomplish goals and progress in local mitigation efforts to help protect the citizens of Douglas County.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE
REGION K ALL-HAZARD, MULTI-JURISDICTIONAL
MITIGATION PLAN
IN FULFILLMENT OF THE PLANNING CRITERIA OF
THE FEDERAL DISASTER MITIGATION ACT OF 2000**

WHEREAS, The Federal Disaster Mitigation Act of 2000 (DMA 2000), as administered by the Kansas Division of Emergency Management (KDEM) and the Federal Emergency Management Agency (FEMA) provides Federal assistance to local governments to alleviate suffering and damage from disasters, and broadens existing relief programs to encourage disaster preparedness plans and programs, coordination and responsiveness, insurance coverage, and hazard mitigation measures; and,

WHEREAS, as a condition for qualifying for certain Federal disaster assistance programs in the future, DMA 2000 requires the development and adoption of a local all hazards mitigation plan; and,

WHEREAS, the KDEM awarded a planning grant funded through the FEMA Pre-Disaster Mitigation Grant Program to Douglas County Emergency Management Agency; and,

WHEREAS, the Region K All-Hazard, Multi-Jurisdictional Mitigation Plan has been prepared in accordance with DMA 2000 requirements under the direction of the Douglas County Hazards Mitigation Planning Committee which represents all the jurisdictions within Douglas County; and,

WHEREAS, said mitigation plan addresses all hazards deemed to threaten property and persons within the unincorporated and incorporated areas of Douglas County, Kansas; and

WHEREAS, Douglas County Board of Commissioners last adopted a Regional Mitigation Plan on April 22, 2009, Resolution No. 09-14; and

WHEREAS, the Federal Emergency Management Agency approved the Region K All-Hazard, Multi-Jurisdictional Mitigation Plan for the Northeast Region of Kansas on August 22, 2014 finding that it met the requirements of the Federal Disaster Mitigation Act of 2000.

NOW THEREFORE, BE IT RESOLVED that the Region K All-Hazard, Multi-Jurisdictional Mitigation Plan, dated April 2014, is hereby adopted and immediately made effective. Such plan shall supersede all previously adopted mitigation plans for Douglas County, Kansas.

The signatures below signify an understanding of, and concurrence with, the Region K All-Hazard, Multi-Jurisdictional Hazard Mitigation Plan.

Nancy Thellman, Chair

Mike Gaughan, Commissioner

Jim Flory, Commissioner

Jamie Shew, County Clerk

Date

RESOLUTION NO. 14-____

**A Resolution of the Board of County Commissioners of Douglas County, Kansas,
Establishing Maximum Charges For Authorized Tow Service**

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

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

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

WHEREAS, the Board previously adopted Resolution No. 13-33 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 13-33.

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

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

1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
 - i. \$165 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$3.00 per mile.
 - ii. \$250 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$3.00 per mile, but see Section 13 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.
 - iii. Billable mileage is defined as the lesser of (i) starting from the location of business, to the hook-up site and back to the location of business, or (ii) starting from the location of the tow operator when receiving the call, to the hook-up site and back to the location of business.

Subject to Section 12 below, this charge includes clean-up of all accident debris and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$35 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

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

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

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

6. For winching, a maximum charge of: \$110 per hour, prorated by each one-quarter hour. This charge includes labor necessary to operate the winch but is in addition to the basic tow service charge.

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

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

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

10. For a motorist assist involving delivery of fuel, tire changes, unlocks, jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$70, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

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

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

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

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

SECTION II. Repeal. Resolution No. 13-33 is repealed on the effective date of this Resolution

SECTION III. Effective Date. This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

IN WITNESS WHEREOF, the foregoing Resolution was adopted October ____, 2014.

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

Nancy Thellman, Chair

Mike Gaughan, Member

ATTEST:

Jim Flory, Member

Jameson D. Shew, County Clerk

RESOLUTION NO. 14-____

**A Resolution of the Board of County Commissioners of Douglas County, Kansas,
Establishing Maximum Charges For Authorized Tow Service**

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

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

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

WHEREAS, the Board previously adopted Resolution No. 13-33 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 13-33.

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1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
 - i. \$165 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$3.00 per mile.
 - ii. \$250 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$3.00 per mile, but see Section 13 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.
 - iii. Billable mileage is defined as the lesser of (i) starting from the location of business, to the hook-up site and back to the location of business, or (ii) starting from the location of the tow operator when receiving the call, to the hook-up site and back to the location of business.

Subject to Section 12 below, this charge includes clean-up of all accident debris and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$35 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

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

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

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

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

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

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

10. For a motorist assist involving delivery of fuel, tire changes, unlocks, jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$70, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

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

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

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

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

SECTION II. Repeal. Resolution No. 13-33 is repealed on the effective date of this Resolution

SECTION III. Effective Date. This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

IN WITNESS WHEREOF, the foregoing Resolution was adopted October ____, 2014.

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

Nancy Thellman, Chair

Mike Gaughan, Member

ATTEST:

Jim Flory, Member

Jameson D. Shew, County Clerk

Douglas County, Kansas
Outside Agency Funding Agreement
2015 Budget Year

This Agreement is made and entered into this ____ day of _____, 2014, by and between Douglas County, a political subdivision of the State of Kansas, by its County Administrator, hereinafter referred to as the “County”, and _____, hereinafter referred to as the “Agency”.

Recitals

The Agency is a nonprofit corporation authorized to provide services in the State of Kansas.

The Agency provides services integral to the health, economic, or social needs of citizens of the County.

The Agency relies heavily on County funds to provide such services within the County and, as a result, has requested funding from the County to achieve its mission.

The County has agreed to provide funding to the Agency under the terms and conditions of this Agreement.

Agreement

I. Use of County Funds. As a condition of the receipt of County funds, the Agency hereby agrees to use and expend all such funds pursuant to the following:

A. All applicable federal, state, and local laws;

B. The Agency’s submitted Budget Request Form, hereinafter referred to as the “Budget Request” and attached hereto as Appendix A, which states the funds will be used to achieve the outcomes enumerated within said Budget Request for the purpose of helping to meet the health, economic, or social needs of County citizens; and

C. Addendum A, enumerating the specific purposes for which County funds were finally and specifically allocated during the budget approval process.

II. Term. The term of this Agreement commences January 1, 2015 and terminates December 31, 2015.

III. Funding. The County will provide the Agency with the funding set forth in Addendum A. At the termination of this Agreement, the Agency shall return to the County any unexpended funds.

IV. Independence from Other Departments and Agencies. This Agreement is distinct and separate from any other Agreement entered into by and between the Agency and any other County department or County-funded agency.

V. Independent Contractor. The Agency agrees that it is an independent contractor of the County and that the employees, agents, and vendors of the Agency are not employees of the County.

VI. Disbursement of Funds. Funds will be disbursed pursuant to the following:

A. The first half of the allocated funds will be disbursed on the third Tuesday of February and the second half of the funds will be disbursed on the third Tuesday of July.

B. The County retains the right to withhold the second disbursement of funds for failure to demonstrate sufficient progress toward outcomes enumerated in the Agency's submitted Budget Request if such progress is requested by the County to be reported.

C. The County retains the right to unilaterally adjust the amount of any disbursement if the County Commission determines that insufficient public funds exist to fully fund the Agency at the level awarded at the time the County budget is submitted.

VII. Kansas Act Against Discrimination. In carrying out this Agreement, the Agency shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. The Agency shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, the Agency shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If the Agency fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, the Agency shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the County.

D. If the Agency is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, the Agency shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part by the County.

E. The Agency shall include the provisions of A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four (4) employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

VIII. Reporting Requirements. The Agency agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds.

IX. Access to Financial Records. The Agency shall provide the County reasonable access to financial records concerning the expenditures of County funds. The Agency shall retain these records for a minimum of three (3) years after the termination of this Agreement.

X. Withholding of Payment. The County shall retain the authority to withhold any and all payments to the Agency if, in the sole judgment of the County, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

Execution

The parties have executed this Agreement on the dates set forth below.

County:

Douglas County, Kansas

By: G. Craig Weinaug

Title: County Administrator

Date: _____

Agency:

Agency Name

By: _____

Title: _____

Date: _____

**Appendix A to
Douglas County, Kansas
Outside Agency Funding Agreement
2015 Budget Year**

[Agency Budget Request]

**Addendum A to
Douglas County, Kansas
Outside Agency Funding Agreement
2015 Budget Year**

This Addendum serves to reflect any specific purposes toward which County funds were conditionally allocated during the 2015 budget review process.

Specified Purpose

Existing	Funds Requested	Funds Approved

New/Supplemental Funding

2016 Budget Request Form – Douglas County, KS

double click on spreadsheet to open

2016 Budget Request

calculated fields

Agency Name:	Name					
	2012 Actuals	2013 Actuals	2014 Actuals	2015 Adopted Budget	2015 Current Estimates	2016 Budget Request
Revenues:						
Unrestricted Fund Balance 1/1/xx		0	0		0	0
Douglas County						
City of Lawrence						
United Way						
Grants						
Fundraisers						
Contributions						
Other:						
Other:						
Interest						
Total Revenues:	0	0	0	0	0	0
Total Revenues and Fund Balance	0	0	0	0	0	0
Expenditures:						
Salaries						
Employee Benefits						
Health Insurance						
Supplies						
Utilities, Building Maintenance						
Travel & Training						
Office Equipment						
Debt Payments						
Other:						
Other:						
Other:						
Total Expenditures:	0	0	0	0	0	0
Ending Fund Balance 12/31/xx	0	0	0	0	0	0

#DIV/0!

2016 Budget Request Form – Douglas County, KS

Budget Request Analysis

Agency Name:	Name
--------------	------

Analysis of the potential for alternative sources of revenue:
Analysis of beginning & ending fund balances, and dedicated or restricted cash reserves:
New funding sources:



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 Recommendation of Contract to Replace United Way Roof

DATE: October 22, 2014

In May, staff brought the Board details about the condition of the United Way roof, along with a roof comparison matrix to choose the roof type and discuss the most efficient delivery method. The Board directed staff to investigate a metal over framing roof system. The budgetary costs were estimated to be \$375,000 plus \$30,000 for coverage of the existing sloped areas at the West and East Sloped areas, for a total project cost of \$405,000. Staff was directed to solicit bids for the selected roof type.

To ensure cost, quality and scope were considered staff issued an RFQ (Request for Qualifications) to manufactures of metal roofs. Eight manufactures responded, one declined, two were non-respondents, and two were eliminated from consideration due to provider not being able to provide full scope required for the project. The three remaining submissions are summarized in the attached spreadsheet along with Treanor's letter of recommendation. Garland's roof cost exceeds the estimates originally brought to the Board. Chris Cunningham with Treanor Architects and staff further evaluated all responses and narrowed down consideration to American Buildings (AMS)/Skyline Team and the MBCI/Modern Builders Team. Although the not-to-exceed cost submitted by MBCI of \$255,790 is higher than American Buildings, Treanor Architects believes they provide the best product, qualifications, and solution. MBCI has requested that their installer, Modern Builders, be the primary contractor for this project.

Additional project costs shall include on-site roof installation inspections, a structural evaluation/report and architectural fees for project oversight and management. These services would be contracted through Treanor Architects for a total cost of \$28,500. The combined not-to-exceed project costs are estimated at \$312,719, which includes a 10% project contingency (\$28,429).

There is currently \$100,000 available in the Valley View Fund which staff feels safe using \$50,000 for this project, leaving \$50,000 in reserve for maintenance or unknown expenses. The CIP Fund has \$75,000 set aside for this roof replacement. All remaining funds would come from unallocated funds in the CIP.

Chris Cunningham and I will be available at the meeting to answer any questions.

RECOMMENDATION: The Board of County Commissioners authorizes staff to establish contracts for the United Way roof replacement with Modern Builders for \$255,790 and Treanor Architects for \$28,500, with a 10% (\$28,429) contingency with approved change orders that can be applicable to either contract.

- 1 Submit standard manufacture installation details
- 2 Provide cut sheet of metal roof panel type and available colors.
- 3 What type of insulation and R value will be used in the system?
- 4 Describe details of your standard warranty (terms, leak free, limited liability, etc.) and identify exclusions.
- 5 Do you offer any enhanced warranties? If so, please explain.
- 6 Do you have an existing contract
- 7 Will the manufacture or a 3rd party provider oversee the installation?
- 8 What testing standard(s) does your proposed system meet or exceed?
- 9 Are the installers for your product pre-qualified? If so, what does this entail for them to be pre-qualified?
- 10 What involvement does the manufacture have in the bidding and installation process?
- 11 If selected, who would provide design installation documents for construction
- 12 Provide a not-to-exceed budget for scope of work.
- 13 Identify your timeline to start and complete this project and the estimated number of days
- 14 Do you offer an enhanced service and warranty? If available, provide us what this includes.
- 15 Would the delivery method described above in the project scope meet your standard practices

<i>MBCI / Modern Builders</i>	<i>AMS / Skyline</i>	<i>Garland / Unknown Installer</i>
Provided	Provided	Not provided
Provided	Provided	Provided
Included, Fiberglass, R-25 avg	none - added cost - see below (R-25)	Included, Fiberglass, R-25 avg
20 NDL @ .41 sf	20 NDL @ .40 sf	30 year, No Dollar Limit
Yes	Yes	annual inspections any new penetrations Us Communities
No, contract through Roof Contractor	No, contract through Roof Contractor	Included in cost
\$1,500 per visit, nic expenses 3 included in base	\$1,500 per visit, nic expenses	Many listed
Provided in Manuals	Provided in Manuals	Yes, Installers are trained by mfg.
Yes, Installers are trained by mfg.	Yes, Installers are trained by mfg.	Full involvement
Provides details & cost to subcontractors By Mfg. w/ support from Architect	Provides details & cost to subcontractors By Mfg. w/ support from Architect	By Mfg. w/ support from Architect
Material only \$87,547 See below for add'l costs 10-12 weeks	Material and installation \$146,860 See below for add'l costs 10-12 weeks	Material and installation \$465,195 See below for add'l costs 3 months
See Brochure	See Brochure	
Yes	Yes	Yes

Construction Cost						
Labor & Material		\$231,500		\$146,860	\$465,195	
Insulation (8")		incl.	\$2.00	\$17,000	incl.	
20 year NDL	\$0.41 @	\$19,000	\$7,790	\$0.40 @	\$19,000	incl.
Mechanical extension		\$10,000		\$10,000	incl.	
Bonding fees		\$6,500		\$6,500	incl.	
Subtotal:		\$255,790		\$204,960	\$465,195	
Professional Fees						
Structural Evaluation		\$3,000		\$3,000	\$3,000	
Architect assistance (hourly)		\$7,500		\$7,500	Not req'd	
Inspections	12 @	\$1,500	\$18,000	\$18,000	incl.	
Subtotal:		\$28,500		\$28,500	\$3,000	
Combined Cost		\$284,290		\$233,460	\$468,195	
Contingency						
	10%	\$28,429	12%	\$28,015	0% incl.	
Not to Exceed Project Cost:		\$312,719		\$261,475	\$471,195	
Project Cost per sf		\$16.15		\$13.26	\$26.60	

MEMORANDUM

To: The Board of County Commissioners
Craig Weinaug, County Administrator

Date: 10.16.2014

From: Chris Cunningham

Project: United Way Roof Replacement

Project No.: DV13.020.00B

CC: Jackie Waggoner, Purchasing Director

Subject: Overview and Recommendation

Several notes about the roof system, delivery method, cost of work and our recommendation are outlined below; we hope these notes will be helpful in your determination and recommendation to proceed with the project.

Roof System-

The roof type we are proposing shall be considered a System. There are only a few national manufacturers that provide this system, each manufacturer offers design and engineering services as part of their proprietary system. Each manufacturer has their own components and differing means of construction that are to be used in the construction of their roof over framing system.

Delivery Method-

Since the roof manufacturer will provide engineering and detailing support unique to their proprietary system it was determined that the most appropriate way to evaluate and select a system for consideration was the RFQ process, in lieu of a traditional design/bid/build approach.

Because of this, the proposed delivery method should be considered more akin to a performance based design/build approach with some qualifications and guidance initially set forth by the Architect. Moving forward the Architect will remain involved throughout the process to assist in project management, review of shop drawings from the manufacturer and coordination of other trades or professionals that may be involved. The Architectural services shall be contracted on an hourly basis.

Cost of Work-

The attached spreadsheet combines the costs that were received and the information that was provided through the process. To determine a total project cost, values were either requested or estimated for each proposal to help equalize cost differences and identify all scope that would be required to be provided. Some line items remain allowances for scope or items originally excluded in the team proposals.

The cost of work includes both construction and professional fees in separate categories along with a project contingency to be used accordingly as need arises to address any oversights or un-foreseen conditions. This contingency will be accounted for and turned back to the owner if it is not used.



Recommendation-

With the information received through the RFQ process, follow-up conversations and subsequent meetings, Treanor Architects would like to recommend that Douglas County move forward with the MBCI/Modern Builders team. We feel that the MBCI/Modern Builders proposal is the most thorough and will offer the best product for the value. This is based on review of supplied product information and knowledge of past experiences with MBCI products. It is also understood that Modern Builders has performed many similar roof over framing operations similar to ours, which we feel will bring added value to the project. We understand that a lower proposal was received for a very comparable system, and that some additional savings may be seen if the project were to move forward with the AMS/Skyline proposal.

MBCI / Modern Builder Background –

The MBCI point of contact, who we have discussed the RFP with is Mark Van Saun. Mark is the Midwest regional representative who covers the Kansas Territory, included in this region is Nebraska, Missouri and Iowa. Mark initially solicited several of his top certified installers of this system in the region to help develop a cost proposal. The only significant interest came from Modern Builders, who offered to development installation costs with MBCI. Modern Builders is the top installer of this MBCI system and have installed 5-10 of these roof systems per year over the last 10 years. It is estimated that Modern Builders has installed over 1,000,000 square feet of this overframing system in this duration. There are currently no Kansas based MBCI installers who have installed this system in the recent past.



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Coordinator

To: Board of County Commissioners
CC: Craig Weinaug, Sarah Plinsky, Keith Browning
Date: October 29, 2014
Re: Solar Photovoltaic System at new Public Works Facility

Background:

In July of 2014, the County applied for a grant from Westar Energy to fund a 10 kW solar photovoltaic (PV) system for the new Public Works Administration and Operations facility. Unfortunately, we were not successful in receiving that grant. However, the process of designing a potential PV array for the facility alerted us to the multiple benefits that solar power could provide to our site – from reduced energy and operating costs to increased public visibility of our County’s sustainability efforts.

Through the process of applying for the Westar Energy grant funds, the County initiated a Request for Proposals and received two responses from local solar installers – one from Cromwell Solar and one from Good Energy Solutions. The proposal from Cromwell Solar was the most cost-effective proposal, and best fit our needs at the site.

Project Proposal:

Upon notification that we did not receive the grant, we worked with Cromwell Solar to slightly modify the proposal to allow us to achieve the greatest environmental and energy savings benefit from the PV system. The proposal from Cromwell Solar includes a 14 kW solar PV system that would:

- Produce 19,074 kWh of electricity each year, resulting in monthly energy savings of \$151.
- Pay for itself by year 14. (Solar panels have a 25 year expected life and warranty).
- Generate a total of \$58,201 in energy savings over the 25 year life of the panels.
- Offset 13% of the Public Works Administration building’s energy usage.
- Qualify us to receive 7 points towards our LEED certification for the new facility.
- Serve as a visible statement of our County sustainability values to all visitors of the site.
- Include web-based software to support educational displays within the PW lobby.

The total cost of project materials and installation of the PV system = \$48,926 (\$42,006 for the system, \$6,920 for conduit from the system to the Admin building). The funding for this project is made available through the Sustainability and Energy Savings Reinvestment Fund within Equipment Reserve. The Sustainability Fund was created specifically to fund projects such as this one that result in measurable energy savings and environmental benefits. The Sustainability Fund currently has a balance of \$177,000, so there are sufficient funds to take on the solar PV project at this time.

Requested Action: Approve the use of the \$48,926 from the Sustainability and Energy Savings Fund to pay for conduit and installation of a 14 kW solar PV system at the new Public Works facility.

Douglas County Public Works

Lawrence, KS

System kilowatts: **14**
System Value: **\$42,006**
Annual kWh production: **19,074**

Year 1, Est. Average Monthly Energy Savings: \$151

SMA Inverter
56 Conergy 250 Watt Panels

13% of the building's potential pollution is avoided by installing this solar array.
100% of the solar energy produced will be utilized, based on the building's historical usage.
Over the 25 year panel warranty period, the system avoids 992,154 lbs of pollution.



Solar Power Purchase for:
Douglas County Public Works
Lawrence, KS
Size : 14 Kilowatts

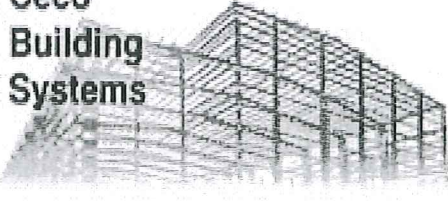


Formulas are estimates and are intended for illustrative purposes only.

Est Yearly CO2	43870 lbs	Energy Inflation	7.00%
Initial Cost (incl. Tax)	\$42,006	Average Utility Rate	\$0.0947
Cost per Watt	\$3.00	Annual Degredation	0.8%
Commercial Depreciation Basis	\$0	Est. Federal Tax	0%
Depreciation Value	\$0.00	Est. State Tax	0.00%
First Year Net Cost	(\$40,199)	Est. Total Tax Bracket	0.00%

Year	Tax Credit	Other Rebate	Tax Impact of MACRS	Estimated Annual kWh	Estimated Energy Value	Estimated Cash Flow	Estimated CO2 lbs. Avoided
1	\$0	0	\$0	19,074	\$1,806	(\$40,199)	43,870
2			\$0	18,921	\$1,917	(\$38,282)	43,519
3			\$0	18,769	\$2,035	(\$36,247)	43,168
4			\$0	18,616	\$2,160	(\$34,087)	42,817
5			\$0	18,463	\$2,292	(\$31,796)	42,466
6				18,311	\$2,432	(\$29,364)	42,115
7				18,158	\$2,581	(\$26,783)	41,764
8				18,006	\$2,738	(\$24,045)	41,413
9				17,853	\$2,905	(\$21,140)	41,062
10				17,700	\$3,082	(\$18,058)	40,711
11				17,548	\$3,269	(\$14,789)	40,360
12				17,395	\$3,467	(\$11,322)	40,009
13				17,243	\$3,678	(\$7,644)	39,658
14				17,090	\$3,900	(\$3,744)	39,307
15				16,937	\$4,136	\$392	38,956
16				16,937	\$4,386	\$4,777	38,956
17				16,785	\$4,650	\$9,427	38,605
18				16,480	\$4,930	\$14,357	37,903
19				16,327	\$5,226	\$19,583	37,552
20				16,175	\$5,540	\$25,122	37,201
21				16,022	\$5,871	\$30,994	36,850
22				15,869	\$6,223	\$37,216	36,499
23				15,717	\$6,594	\$43,810	36,149
24				15,564	\$6,987	\$50,798	35,798
25				15,412	\$7,403	\$58,201	35,447
				431,371	\$100,206	\$58,201	992,154
				kWh	Saved	Cumulative	CO2 lbs

Ceco
Building
Systems



305 N. Iris St.
Mt. Pleasant, IA 52641
319-385-8001



A member of the Metal Building Manufacturers Association
IAS AC472 Accredited

October 14, 2014

MarLan Construction
1008 New Hampshire
Lawrence, KS 66044

Re: Job Nos. 14-B-40922
DCPW Building B
Lawrence, KS

Dear Sirs,

This is in response your recent inquiry pertaining to the above referenced projects, specifically concerning the support of the solar panels on the roof. As long as the 3 psf weight is uniformly distributed and is included in the original 10 psf collateral load, the CECO structure will be adequate to support the load. As for the uplift, the 16.23 psf is covered by the code required uplift already on the roof (the solar panels will just be the transferring mechanism delivering the same loads through the attachment points.) 215 lbs. per attachment point is acceptable. You may proceed on this basis.

If you have any questions, feel free to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard F. Williamson'.

Richard F. Williamson, P.E.
Engineering Manager
Midwest Region

