



City of Lawrence

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CITY COMMISSION

MAYOR
MICHAEL H. DEVER

COMMISSIONERS
SUE HACK
ROBERT CHESTNUT
DENNIS "BOOG" HIGHBERGER
MIKE AMYX

April 7, 2009

The Board of Commissioners of the City of Lawrence met in regular session at 6:35 p.m., in the City Commission Chambers in City Hall with Mayor Dever presiding and members Amyx, Chestnut, Hack, and Highberger present.

RECOGNITION/PROCLAMATION/PRESENTATION:

With Commission approval, Mayor Dever proclaimed the week of April 12 – 18, 2009, as the, "National Library Week"; and, the month of April, 2009 as "Fair Housing Month" and "Parkinson's Disease Awareness Month," and the month of May, 2009 as Bicycle Safety Month and the week of May 11 – 15, 2009 as Bike to Work Week.

CONSENT AGENDA

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve the City Commission meeting minutes of March 24, 2009. Motion carried unanimously.

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to receive the Hospital Board meeting minutes of February 18, 2009. Motion carried unanimously.

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve claims to 313 vendors in the amount of \$3,034,305.93. Motion carried unanimously.

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve the Drinking Establishment License for The Jazzhaus, 926 ½ Massachusetts; and, Vermont Street BBQ, 728-730 Massachusetts. Motion carried unanimously.

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to waive purchasing requirements and authorize the purchase of three Motorola MDC Model



MW810 data units and accessories from Motorola for \$29,441.76, a sole source vendor, utilizing the Kansas State Contract No. 28440. Motion carried unanimously. (1)

As part of the consent agenda, **it was moved Amyx, seconded by Highberger**, to approve the purchase of software licenses to manage two additional VMWare servers from Software House International, in the amount of \$16,042. Motion carried unanimously. (2)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to set a bid date of April 28, 2009 for the purchase of a front loader, a hook lift, three rear loaders, and a roll-off truck for the Public Works Department. Motion carried unanimously. (3)

Charter Ordinance No. 38, repealing Charter Ordinance No. 25 relating to the quorum of the Governing Body, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (4)

Ordinance No. 8375, for Text Amendment (TA-1-1-09) to amend various sections of Chapter 20 of the Development Code to reference the Lawrence SmartCode, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (5)

Ordinance No. 8378, allowing the keeping of chickens and ducks within the City limits, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (6)

Ordinance No. 8382, allowing possession and consumption of alcoholic beverages on certain city property pursuant to a Jackpot Saloon and Music Hall Sidewalk Dining License, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by**

Highberger, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (7)

Ordinance No. 8383, authorizing alcoholic beverages in the 8th Street Taproom, 801 New Hampshire, sidewalk hospitality area, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (8)

Ordinance No. 8384, establishing the policy and procedures for economic development incentives, including tax abatements, for the City of Lawrence, Kansas; establishing requirements for companies receiving economic development incentives. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (9)

Ordinance No. 8385, establishing “no parking” along the south said of Greever Terrace between Virginia Street and Louisiana Street except in the recessed area, was read a second time. As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt the ordinance. Aye: Amyx, Dever, Chestnut, Hack, and Highberger. Nay: None. Motion carried unanimously. (10)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt Resolution No. 6831, ordering the construction of Exchange Place and Fairfield Street from the intersection of O’Connell Road to the intersection of East 25th Terrace, including property acquisition, bicycle facilities, sidewalks on both sides, subgrade stabilization, stormwater improvements, waterlines within the public right of way, and other necessary and appropriate improvements, and waive the requirement for the developer to provide the city 25% of the estimated costs of the improvements. Motion carried unanimously. (11)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to adopt Resolution No. 6832, ordering the construction of sanitary sewer improvements including a sanitary sewer lift station and gravity mains for Fairfield East Addition No. 3, lift station equipment and controls, manholes, sewer lines and other necessary and appropriate improvements, and waive the requirement for the developer to provide the city 25% of the estimated costs of the improvements. Motion carried unanimously. (12)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve a Special Event (SE-3-6-09) request for a Country Produce Tent Sale at the Sears parking lot, 2727 Iowa Street from July 14 through August 12, 2009. Motion carried unanimously. (13)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to initiate text amendments to various sections of Chapter 20 of the Development Code to address implementation issues regarding Parking, Plan Approvals/Extensions, and Site Plan Notice provisions in the Code for future public hearing at the Planning Commission. Motion carried unanimously. (14)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve funding in the amount of approximately \$40,000 for the installation of a mid-block pedestrian-activated signal on Peterson Road west of Arrowhead Drive. Motion carried unanimously. (16)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to approve as “signs of community interest” a request from the Lawrence Region Antique Automobile Club of America, in connection with the Lawrence Swap Meet, to place temporary directional and notification signs along 23rd Street in the area of the Douglas County Fairgrounds on May 1 – May 3, 2009. Motion carried unanimously. (17)

As part of the consent agenda, **it was moved by Amyx, seconded by Highberger**, to authorize the City Manager to enter into a Pipeline License Agreement with BNSF Railway Company in conjunction with Pump Station No. 25 and Force Main Upgrade, Project No. CS0707. Motion carried unanimously. **(18)**

Hubbard Collingsworth, Lawrence, requested that the Lawrence Community Shelter for reallocation of the Salvation Army Emergency Shelter/Day Services funding in 2009 be deferred until the April 21st City Commission meeting, when the Special Use Permit for the Salvation Army was discussed.

Vice Mayor Chestnut said deferring the request made sense since the City Commission would be receiving the Community Shelter's annual report and there would be discussion about the SUP.

Margene Swartz, Assistant Director of Development Services, said she did not think deferring the item would be a problem.

It was moved by Chestnut, seconded by Amyx, to defer until April 21st considering approval of a request from Lawrence Community Shelter for reallocation of Salvation Army Emergency Shelter/Day Services funding in 2009. Motion carried unanimously. **(15)**

Vice Mayor Chestnut requested authorizing the City Manager to execute an Engineering Services Agreement in the amount of \$388,990 with Black & Veatch for Design Phase Engineering services in conjunction with project WW0601 improvements to the Anaerobic Digester Process at the City of Lawrence Wastewater Treatment Plant be pulled from the consent agenda for separate discussion.

He said it was a fairly large engineering services agreement. He said the memo indicated there were two bids to consider and he would like to have more detail about the possibility of exploring other options that might be more cost effective. He did not think that had been the standard practice in the past, but with the size of some of these engineering services contracts, he thought it would be appropriate to investigate.

Commissioner Amyx asked if the Vice Mayor was looking at a different approach for recommending engineering services.

Vice Mayor Chestnut said yes. The City had typically been close to Black & Veatch and moved down that line on a number of different projects and that company had served the City very well. He said when receiving competitive bids from qualified engineering services groups, he suggested going a step further in looking at qualified bidders and look at more of a competitive bid process.

Commissioner Amyx said rather than staff making a recommendation on who was the most qualified and then negotiating an agreement, he asked if Vice Mayor Chestnut thought should go with a more competitive bid.

Vice Mayor Chestnut said it was more important to establish a standard but thought there were good and qualified engineering firms in the area and in his opinion would like to see a different process where they might eliminate some bids because they determined they did not have the scope or ability to handle the project. He said if they had two or three that they felt like were very competent and capable, he did not see why they would not want to take a step further.

Commissioner Hack asked if Black & Veatch was made aware of the situation and that the City Commission might change the process.

David Corliss, City Manager, said Black & Veatch were not aware of a change in the City's practice, but staff could ask both firms to resubmit proposals including dollar amounts for the work and receive staff's recommendation.

Commissioner Amyx said this was a situation where the Vice Mayor wanted more information on the two bids and how those dollar amounts came to fruition. He asked if the Vice Mayor wanted to go with a competitive bid process for all engineering that came before the City Commission regardless.

Vice Mayor Chestnut said in this case the City did not pursue the second group as far as getting anything competitive.

Corliss said none of it was competitive. Staff selected the firm and then priced the work out. It was not a bid, but a Request for Qualifications. The firms would show the anticipated number of hours and the scope and staff made the determination on which was the best firm to proceed with the project, based on criteria. The City Commission would confirm the selection and authorize staff to negotiate the contract. He said that was the way the City had handled professional services. He said he understood the Vice Mayor wanted to see both proposals and those costs. One of the reasons why the City wanted to proceed with this project was because it was needed in order for the community to expand and handle the capacity load for the population. He said also, staff believed the City might be in line for stimulus funding from KDHE because this project would probably have some green aspects to it. Again, he said staff could ask both firms to resubmit their proposals with costs and then give staff direction accordingly. The City followed the process to date, and if that was not acceptable then staff needed to find a better process.

Mayor Dever said he did not see anything wrong with revisiting this item, especially with the dollar amount. Every penny was going to matter within the next 12 months to two years. He said if the Vice Mayor thought there was value in revisiting this item and contacting and asking for competitive bids, he did not have a problem.

Vice Mayor Chestnut said they went through the dialogue as far as the design, this was the first piece of a very large project and was not in his opinion talking about \$400,000 of engineering services but talking about a factor of many more times as they proceeded.

Corliss said this was at the existing wastewater treatment plant and was a digester improvement.

Vice Mayor Chestnut said correct, but typically the dialogue with staff talked about linkage, expertise, and everything else and to some extent, staff had made the argument that it

needed to be kept within one group. He said he understood there were two different projects, but thought this project would take the other one in the same direction as far as choosing the engineering services. He said that was different than what staff had advised.

Phil Ciesielski, Assistant Director for Technical Services, said the work at the new plant and the work at the current plant were two discretely different projects. There was not a link between the processes that were going to be at the existing plant and what this upgrade would do to tie into the processes would be and it was an independent site. From an engineering and project standpoint, Black & Veatch could act and be solicited and evaluated on the two independent sites and two independent sets of proposals. One comment he had on trying to bid or compare costs and proposals from different engineering firms and consultants, when staff put out an RFP, it was a general take on what the project and each consultant brought their own expertise and conclusions on what the project might be. When staff received costs from firm "x" and firm "y", the scope might be different from another firm and staff weighed that difference and tried to determine the expertise and ended up with a scope that blended some of the ideas that came from all the different RFP's, work with the firm that had been selected as the most qualified and get a firm scope and fee based on their expertise. He said to craft a scope that allowed getting down to a finite bid for an engineering project such as this project, it would be very difficult for staff to do that with the different levels of expertise and different engineering disciplines that were involved in a project like this project..

Mayor Dever asked if it was now possible since crafting this hybrid of concepts of the different firms to go out and seek a bid for the hybrid design developed to see if the City could get something more competitive.

Ciesielski said that was outside the current policy, but staff could take direction.

Vice Mayor Chestnut said he pulled this item off the consent agenda to have discussion and it needed to be the decision of the majority of the Commission whether or not to move

forward. While it was two discrete projects, essentially for engineering services and all the near neighbor projects the City had, the City had been with one firm.

Ciesielski said the City had contracts with half a dozen different engineering firms.

Vice Mayor Chestnut said he would not mind having a discussion about the process, but that discussion needed to be a consensus by the Commission.

Corliss said Black & Veatch had a long standing history with the City and they had a history with the organization. Staff needed to be sure the City Commission could trust that the selection was in the best interest of the City and if that was not the case, he did not want to proceed. Staff could show the Commission what a Burns and McDonald proposal would look like. He said to some extent it was apples and oranges because of the specifications, but it was a judgment call the City Commission could make. It was not a true bid in the sense that everything was specified to the last detail because engineers would say they would spend more time on permitting because they thought that was what it would take. The quote that came back from different firms would assume different hours from different tasks because that was how those engineering firms worked.

Vice Mayor Chestnut said he might be a little confused about the terminology. He said when saying the word "scope" which was the same, but it was how the scope was approached was different.

Corliss said at the end of the day staff wanted an anaerobic digester that met all of the City's technical department needs and permitting requirements. He said from that point, it could get very complicated and detailed because different engineering firms would have different approaches to how to handle different things. He said it was not a bid in the sense it was the exact same thing, but hopefully would have the exact same result to the rate payers, but would be comparing differently about operational issues and staff could articulate those differences. He said the City Commission had to be comfortable with this process.

Commissioner Hack said it was those very technical permitting challenges that should not be decided upon by a governing body without a lot of input with the staff that dealt with those types of issues everyday. She said if it met with staff's recommendations, the people with the expertise, she said it should weigh very heavily on the Commission's decision.

Corliss said that was the City's historical past, but the Commission could look at another proposal from someone else and see those dollar amounts. If the other proposal was \$50,000 cheaper, the Commission could ask what the City was getting for that amount of money and staff should be able to articulate that answer. He said staff thought in the general scheme and was not going to be exact and would be a judgment call on how staff could get the best project for the community. He said to date, Black & Veatch was the best firm that staff thought could move the project forward, but if that was not a comfort level to the Commission, he proposed not proceeding.

Mayor Dever said he wanted to be clear that staff had an RFQ (Request for Qualifications) and through the scenario with firms that would respond to this technical challenge of building the City an anaerobic digester, staff took responses, put those responses together, and came up with what staff thought was the best solution for the City of Lawrence. He asked if staff brought elements from both firms into this final decision.

Ciesielski said elements were brought from staff's ideas, from both consultants, from the basis of the design report, operational considerations of those firms, and since it was a retro fit at the existing facility, decision were made on how to keep that facility fully functional while the work was being done. He said staff informed Black and Veatch, subsequent to the authorization to negotiate, that their firm was selected for negotiations. Staff gave that firm the criteria and asked them to put together an initial scope and fee. Staff sat down with that scope and fee and looked at different hours and tasks which brought staff time to the table with regard to instrumentation and control work and trimmed some of their fees. He said staff compressed the schedule with that firm in an effort to hit some of the stimulus funding, timing, and compressed

some of the hours and fees thorough that process. He said there were two or three iterations that had gone back between staff which was not just himself, but Mike Lawless, Assistant Director of Operations; Dave Wagner, Director of Utilities; Mark Hegeman, Wastewater System Manager; and Dave King, Utilities Maintenance Manager. He said it was a fairly collaborative effort not only with department staff, but Black and Veatch as well and the experts that firm had in each of the field that they dealt with.

Mayor Dever said when staff asked Black and Veatch for the price, it was based on the conclusion that staff drew as to what the City needed and then Black and Veatch gave an estimate on the hours. He said according to the tasks that Ciesielski defined as opposed to what Black and Veatch defined.

Ciesielski said staff gave Black and Veatch the outcome, the criteria, types of process equipment, and what staff wanted out of that project in a more discrete fashion than what the proposal asked for. Black and Veatch gave an initial look and what their tasks were going to be. He said there was a basis of design report, upfront, that gave some ideas as to options and staff picked and chose from those ideas. He said staff did not outline, necessarily, the discrete tasks like within the architectural scope of work. He said there were so many different disciplines that were involved in a project, such as this project.

Commissioner Amyx said he had been involved in this process for quite a few years and seemed like a process that worked well in taking the professional recommendation of City staff. He said in looking at this particular project, it was a project that had been on the front burner for a while which dealt with capacity and the population change from 90,000 to 100,000 people. He said there was only one plant in the City and understood this anaerobic digester would take some of the burden off that plant and lengthen the life of that facility. He said this investment was important for a City owned facility. He said if Vice Mayor Chestnut was not comfortable with this project and wanted to wait a week to receive more information, he did not have a

problem. If there was a question about how number were arrived at, Corliss could provide that figure, but this project had to move forward.

Vice Mayor Chestnut said it was a process issue. He said the process was essentially taking two bids amalgamating some from both and go back to one to negotiate. The question was if it was necessary and if there was a better process. He said waiting week would not make a difference because his issue was getting down a certain part of the path and breaking away and going with one. He said they would not have time to go back through the bidding process.

Commissioner Highberger said he appreciated the Vice Mayor's interest in saving the City money and making sure the process gives them a good product, but this was the second time in the last couple of weeks about changing the rules after a process has started. He did not think they were being business friendly. He said if they needed more information to make sure he was comfortable that the right decision was made, but in terms of changing the process on this item, he was not comfortable. He said he if the Vice Mayor wanted to discuss changing the process for future bids, that should be looked at.

Commissioner Hack agreed.

Mayor Dever called for public comment.

Vice Mayor Chestnut said he thought tabling this item a week would not make a difference because he had some issues, but he thought there was a consensus to move forward and did not have a problem with moving forward. He did not think it would add to the dialogue.

Commissioner Highberger said if Vice Mayor Chestnut thought the process needed to be reviewed, he encouraged that process.

Vice Mayor Chestnut agreed with Commissioner Highberger that reviewing the policy should not include this particular agreement.

It was moved by Hack, seconded by Highberger, to authorize the City Manager to execute an Engineering Services Agreement in the amount of \$388,990 with Black & Veatch for Design Phase Engineering services in conjunction with project WW0601 improvements to the

Anaerobic Digester Process at the City of Lawrence Wastewater Treatment Plant. Aye: Amyx, Hack, and Highberger. Nay: Dever and Chestnut. Motion carried (19)

CITY MANAGER'S REPORT:

During the City Manager's Report, David Corliss said staff had taken over the responsibility of putting together an Economic Barometer Report; crosswalk markings were installed at 11th and Connecticut; the new Fire/Medical vehicles were near completion; and bicycle safety concerns were under consideration.

(20)

Consider approving payment of \$75,000 to the Lawrence Douglas County Bioscience Authority for the construction and operation of the Bioscience Incubator on the West Campus of the University of Kansas.

David Corliss, City Manager, introduced the item. He said Laverne Epp, President of the Lawrence-Douglas County Bioscience Authority, was present to provide an update on the project to date. All of those partners including the City were in line with the successful construction and operation of the project. He said this project was significant and was the first physical presence the City of Lawrence had on the University of Kansas campus for economic development purposes. The City had a staff member working on bioscience technological transfer over the past couple of years and had been funded by the City and County through the Bioscience Authority and this payment would help with the additional improvement. Staff wanted to confirm City Commission approval of this payment.

Mayor Dever called for public comment.

After receiving no public comment Mayor Dever said they were able to share some success stories with Congressman Moore yesterday and he believed Congressman Moore was impressed with the City, County, and community. The University of Kansas in their efforts to try and grow, hatch and disperse some of this technology into the area of Douglas County and Lawrence had been a tremendous opportunity.

Commissioner Hack said it had been an honor to work with Epp and see the progress made to get to this point with the Kansas Bioscience Authority and the County and getting everyone on the same page. Without Epp's guidance and gentle way of getting people to move from point A to point B, this endeavor would not have happened.

Commissioner Amyx said the entire organization had done a great job and Commissioner Highberger and others who had been involved with the process; this was a truly big project that everyone deserved a pat on the back.

Epp said the community should feel great because they had taken the community's 7,500,000 over the next ten years and essentially multiplied that amount over nine which was great leverage. He said they were still in the process of trying to raise capital for support of the project and hopefully they could attract some federal funding.

Moved by Chestnut, seconded by Hack, to approve the payment of \$75,000 to the Lawrence Douglas County Bioscience Authority. Motion carried unanimously. **(21)**

Receive staff report regarding local purchasing preference policies.

Jonathan Douglass, Assistant to the City Manager, presented the staff report. He said the draft ordinance established a local purchasing preference and instructed staff to amend purchasing procedures. The ordinance established that the City Commission could, but was not required to award a preference pursuant to the provisions of the ordinance. The ordinance defined a local business entity as a business with a Lawrence address, established at least 6 months prior to the bidding date, which was not a P.O. Box and not a residential address. This definition did not necessarily preclude a national or regional chain with a local address from consideration under the ordinance.

He said staff received a question under Section 1-1702, which made vendors with outstanding liens, fines or violations ineligible for the local preference. The intent of that section was to exclude businesses that were not in good standing with the City. After conversations with the Legal Department, they were recommending changing that to read liens, fines or

unsatisfied final judgments. That would clarify that minor or alleged violations such as parking tickets or weed violations would not necessarily disqualify a vendor. The preference was established at 1% and capped at \$10,000. Construction projects were not eligible for the preference so it was unlikely that the \$10,000 maximum would ever be reached. The preference only applied to purchases of \$15,000 or greater, which was the threshold already established for City Commission approval of the purchase. In cases where application of the preference was prohibited due to the funding sources involved, for example federal funds for the transit system, any purchases made with those funds would not be able to utilize the local preference. The City would continue to participate in cooperative purchasing agreements unless directed otherwise by the City Commission.

The ordinance as written would likely only have limited application. They went through the bids of 2008 and there were about 19 that looked like they were close enough between the winner and the next bid to fall under this ordinance, however, the local vendor already won or a local vendor was not within 1% or construction contract that was non eligible anyway. It would apply to one bid they received in 2009, which was the next agenda item.

He said the Legal Department continued to analyze this issue and the draft ordinance. The Kansas Attorney General opinion they discussed before indicated that such preferences would not be prohibited by Kansas law, but identified some possible avenues for challenges under federal law. There was always a risk someone could sue the City under this policy, but staff was not aware of case law at this time that other cities had experienced.

Vice Mayor Chestnut asked about the correspondence regarding an adjoining County having a triggering event regarding reciprocity. He said his first thought was with exclusion of construction it would not be germane.

Douglass said it would not be germane to construction projects. Shawnee County, the jurisdiction in question that had a reciprocity clause, never had to apply it. He said he had to speculate what their reaction would be to this, but at this time construction or public

improvement projects were excluded. Theoretically, for example, a bid from a car dealer would still fall under that clause.

Commissioner Highberger asked if Shawnee County never had a bid from someone in that locality with a local purchasing policy.

Douglass said not in recent memory. He said staff did not find any major communities in Kansas that had a local preference and he presumed most of those bids came from companies in Kansas.

Mayor Dever called for public comment.

Andrew Smith, Domestic Manufacturers and New Course Steel, said he previously spoke with David Corliss today and said that New Course Steel's closest facility to Lawrence was in Missouri, about 120 northeast of Lawrence.

He said he would like to introduce a resolution as part of a statewide and nationwide effort to secure commitment from the City to make certain that any reinvestment, American recovery, or reinvestment funds, also known as the stimulus, were spent only on domestic goods and services. They were currently operating in about 6 different states and were essentially a field campaign of members that were traveling throughout the state. He said he had a copy of the resolution and was not certain if the City Commission had an opportunity to review it.

He said the resolution was a resolution that was non binding and was not familiar with how much infrastructure funding or stimulus funding the City would be receiving. There were two key provisions to the resolution they were asking the City to consider. The first was to commit to purchasing goods and services that were only produced in the United States. This was applicable and helpful to his business as a manufacturer and steel producer and to the unions that were working on this initiative. New Course Steel was one of the largest steel manufacturers in the United States that was domestically owned and operated entirely. They were working in conjunction with union membership to help gain support for the resolution.

He said the second provision of this resolution was to ensure that if a waiver was considered for any sort of procurement agreement or contracting, that it was published and made public knowledge. Relatively, this was an innocuous resolution and he was just asking for the formal support to keep stimulus funds in the United States to do what they were intended to do. He hoped the City Commission would take a strong position and looked forward to coming back after the City Commission had time to review the resolution.

Commissioner Amyx asked if there was discussion before that the policy would have an upper end cap.

David Corliss, City Manager, said he did not know if that idea was discussed, but there was a cap if the difference of the local vendor and non local vendor was greater than \$10,000, then staff would not automatically put it on the regular agenda for Commission consideration, the observation being that it was a certain dollar amount they did not want to provide a preference for the local vendor, but there was a dollar amount where the project was \$10 million, that this policy would not apply. He said there was not an upper limit, but a practical upper limit.

Commissioner Amyx said other than vehicles he asked when this policy would come into play

Vice Mayor Chestnut said the purchasing policies would probably only apply to a certain narrow number, but with the next agenda item, it was the very one that the City would want to have the flexibility. He said what he liked about this policy was that one percent was not creating a playing field that was perceived to be uneven and secondly, it was important to take construction contracts out of the policy because that was an entirely different situation. Finally, he liked the flexibility to look at those remote situations feeling comfortable there was a process.

Commissioner Hack said the Commission asked staff for the flexibility and the small variance and to eliminate construction and public improvement projects was wise.

Commissioner Highberger said he would like to spend as much money locally, but the Commission had been notified about so many potential consequences of a policy, but this policy was carefully drafted to meet those concerns. He said the policy needed to be monitored and have some review if the City was getting a benefit from that policy.

Mayor Dever said it was a good idea to evaluate the policy to make sure it was effective and to make sure no loopholes or problems were created.

Moved by Chestnut, seconded by Amyx, to adopt on first reading Ordinance No. 8386, establishing a local purchasing preference policy. Motion carried unanimously. (22)

Consider awarding the bid for nine police cars for the Police Department to Shawnee Mission Ford for \$196,896.

Jonathan Douglas, Assistant to the City Manager, presented the staff report. He said the City Commission's options on this agenda item were to reject all bids and rebid it, accept the low bid, or accept the local low bid recognizing the Commission's intent for local preference.

Mayor Dever called for public comment.

After receiving no public, Mayor Dever asked about the procedurally correct way of handling this item.

Commissioner Amyx said the policy was created based on this award.

Corliss said they ran the risk, if re-bidding, of receiving higher bids. They would also spend staff time on the re-bid, but staff time was already paid for. He said there was not any legal harm to waive the purchasing policy and select the local bidder. It was not unheard of to be able to waive the purchasing policy and might expedite the process. He said the Commission could also start the process with this policy in place.

Commissioner Hack said she appreciated the comments of staff time already being paid for, but she would rather not rebid. This probably went against 90% of the things she said as a Commissioner regarding things already in the process, but she was comfortable awarding the

bid to the local bidder. She said in this situation where a specific policy was made based on this item, it seemed like it was justified.

Commissioner Highberger said he was not sure if he would have voted for the previous policy if he thought it was crafted for this specific instance.

Commissioner Hack said that was not what she intended to say; this item was what triggered the conversation and was not to protect a local car dealer.

Commissioner Amyx said this was the item that brought the local purchasing policy in order.

Vice Mayor Chestnut said in deference to the other issue of engineering services, the bidding, process and complexity, and same specifications of sending it out with the same model of car, he would opt for option three because the intent was clear as long as the legal staff believed the City Commission was not creating any issues.

Corliss said there was no state law that required them to follow a certain procedure for the purchase of vehicles. He said if there was a legal challenge, he was not sure it would be something novel or new and would have to be over \$700.00 difference.

Commissioner Highberger said as a Commissioner he was used to have two bad options to choose from, but it was nice to have three to choose from this time. The problem with the first option was the purchase went out of town. The problem with the second option was that it created more work for staff and could lead to a higher purchase price. The problem with the third option was totally disregarding the past practice and potentially affected bidding for projects in the future. He was least uncomfortable with option two of rebidding. He realized there were obvious drawbacks, but was uncomfortable about changing the practice midstream. He said it this issue would be changing the practice in midstream, but not to the same extent as to ignoring the bids all together.

Mayor Dever asked if Commissioner Highberger's preference was to reject the bids and re-bid.

Commissioner Highberger said he did not like any of the options, but that would be of vital use and the lesser evil.

Vice Mayor Chestnut said his preference would be option 3. He appreciated everything Commissioner Highberger said and agreed they were in a pretty small issue here and realized that was where some things start. Now this was the one and only case where they would have a situation where they have modified things midstream, but was why they were creating the local preference policy to start with and did not think it could happen again. They had a clear process in looking at those things going forward and agreed there was a risk that numbers could change.

Commissioner Amyx said he wanted to make sure in giving preference to a business if the business was in that 1%. He said he apologized to Commissioner Highberger if his comments eluded that the only reason for this policy was because of this bid. He said this was an opportunity to put money back into businesses in this community. He said he would support option 3, which would allow the Commission to waive the low bidder and take the next bidder, which was the local bidder based on the new policy.

Commissioner Hack said she was comfortable having this decision reflect the decision made in the previous agenda item.

Mayor Dever said he was certain that doing the right thing would be to award it to a local person, but was a little concerned about the process. He would assume that if Douglass indicated they could rebid it and get the order in and still get it done, he thought they could create that scenario and not loose out on the model year, would be his preference to try it with the new policy.

Moved by Hack, seconded by Amyx, to award the bid for nine (9) police cars for the Police Department to the local bidder Laird Noller Automotive in the amount of \$197,634. Aye: Amyx, Chestnut, and Hack. Nay: Dever and Highberger. Motion carried. **(23)**

Receive reports on Freenet agreements with the City of Lawrence and approve right-of-way agreement with Freenet for the use of City right-of-way near the intersection of 23rd and Harper Streets.

David Corliss, City Manager, presented the staff report. He said staff had responded to the City Commission's inquiries a couple of weeks back to this right-of-way agreement. In the staff materials was the information concerning franchise fees and the chronology with the City's relationship with Lawrence Freenet.

Mayor Dever called for public comment.

Rod Kutemeier, Sunflower Broadband, said his comments related similar to what they just talked about in spending money in the community and jobs they would bring. The concerns he had with the agreements with Freenet were related to the precedents and what was coming next. The internet service provider world was ever changing dynamic in business and industry. He said he would like the City Commission to consider granting Freenet a temporary right-of-way for this 23rd Street and Harper easement so they could have a full review and direct staff to review the agreements in full between the City and Freenet. He said it was really not a franchise issue he was raising. The businesses compensate the City for putting services in the public right-of-way all the time and this was outside the franchise process. He said Sprint, AT&T and other companies paid for the right-of-way and as he understood it, municipalities were required to ask for reasonable compensation for their assets, including the right-of-ways. According to the agreements with Freenet and the City, the understanding that Freenet was not-for-profit and could use those rights-of-way in exchange to offering free internet to all Lawrence households with a net income of at or below 140% of the net income eligible for food stamps was what he saw in the agreements. He said the first meetings between Lawrence and Freenet were that it was free internet for all of Lawrence and then came back to exhibit B of 140% of net income for food stamp eligibility. Overall he was concerned that the Commission would continue to accept the 100 or so customers that were still being given the free service as payment for those right-of-ways and agreements. According to Freenet last time they were

here, they could still not afford to provide service to all citizens who qualified under those exhibits under B after they paid the company that provided their internet, Community Wireless, which they were the only customer to. Once Freenet paid them, they did not have enough to provide more than that 100 or so customers. He said this continued after four years of operations with Freenet and over 1,000 paying customers according to the last report he saw, which would translate to hundreds of thousands of dollars of revenue during that time, but still remained in the 100 or so households that were getting the free service.

Kris Adair, Lawrence Freenet, said she just wanted to clarify a couple of things which were available on their quarterly reports. She reviewed the staff memos and unfortunately she did it a little late, which was why the Commission was receiving the information so late. She wanted to clarify that Freenet provided the low income service to individual households, which was stated in the quarterly reports, but also provided services to other locations that provided multiple access. Some examples of those would be the O'Connell Youth Ranch, which was not able to get a financially feasible bid for internet. Freenet provided service to the ranch for free and there were 32 children at that facility who received free internet service. They also provided service to Habitat for Humanity Comfort Court Neighborhood. Freenet had recently opened up a completely open network at the Lawrence Housing Authority at Edgewood. Previously, they were giving individual accounts since every resident at Edgewood qualified for their service, they were going ahead and approving each application, but that process took time and found it was easier to put an open network at that facility. It had greatly increased the amount of residents who were able to access the network. They also provided free equipment and in some situations free computers to the Edgewood residents. They also had a network available at ARO (Accessible Residential Options) and there were 12 units at that location. Freenet had always provided more than the 10% they initially set out to do and something they were trying their best to do to provide service to every resident that applied. In some cases, they did not have service in that area and in some cases they were trying to get more paying subscribers to

try to afford to turn on more residents. The staff report indicated that the numbers were a little different than what the quarterly reports reflected.

They were also looking to begin negotiations with another service provider in the County so CWC would not be the only service provider. It was not financially feasible for CWC at the moment to go out in the County and could not get as much of a return. They were looking at other providers who already had service in the County to work with them. They had several members of the County rural area who contacted Freenet about rural service. Some of them needed free access either because of a disability or income need. Freenet was trying to negotiate a contract with another vendor and maybe multiple vendors in the county so they could better serve more of the local population.

Commissioner Amyx said in the fourth quarter report of 2008 stated Freenet had 1,207 subscribers and 104 free subscribers.

Adair said the 104 free subscribers did not include places such as Comfort Court, O'Connell Youth Ranch and ARO.

Commissioner Amyx said Freenet had an increase of approximately 400 subscribers between the second and third quarter, and asked how that came about.

Adair said it happened because the students came back.

Commissioner Amyx asked if Freenet had the same experience in 2007.

Adair said Freenet was not available to the entire City in 2007. They found that the numbers increased in August. She said the Lawrence residents move at the end of July because the leases were up and had been based on student rentals. A lot of other residents who were not necessarily students move and found they were looking for other services and some might have moved into apartments where Freenet had service and realized they liked the ability of wireless or was less expensive.

Commissioner Highberger asked Adair to speak to the relationship of Freenet and CWC in terms of the amount paid for the service they provided and related to market rate and how that compared.

Adair said unfortunately when Freenet was doing their bidding they were not able to get bids for this specific type of wireless service. They received bids from vendors for wholesale of fiber network, which were cost prohibited to Freenet. They had an agreement put in place with CWC to pay 90% of Freenet's fees to CWC for those services. The fees were set up by Lawrence Freenet Board of Directors, which was an agreement CWC was fine with. In the time period they had the contract going, they had one rate increase to cover costs. She said Freenet was not able to cover all of their administrative costs and CWC mentioned a small rate increase would be beneficial, but it still stood at 90%. It was an agreement they hoped to continue with other vendors so they could still be affordable and provide the services they wanted to provide.

Commissioner Highberger asked if they found another provider that would provide those services at that rate or better.

Adair said no. The agreement was that Freenet only paid for the customers that paid Freenet. Once receiving the money from the customers, Freenet was billed and they were not able to negotiate a payment plan like that with any other vendors because other vendors required a bulk amount.

Corliss said in response to one of Kutemeier comments about the length of the agreement which was in Section 6. He said it was a license agreement and was a little bit different property interests than other agreements. The term was 5 years from the first day of the month following the execution and it could be extended. The licensee had to notify the City in 180 days in advance of the agreement to extend the agreement. He said it was important to point out in Section 6 that the City and licensee each reserved the right to terminate the permission granted by the license agreement at any time for any reason by giving the other party 7 calendar days. Obviously, the City would be in contact and would not happen

unilaterally in the sense it would not happen without being a City Commission agenda item. He said it gave the City the authority to terminate the agreement immediately if there was a health or safety issue. He said it was fairly close control regarding that use and it contrasts from a franchise agreement where utilities had a state law right to be in public right of way, but this was different. He said staff was not neutral in a sense that the City Commission told staff to proceed with this item in the past. He said it got to the issue where if the City thought Freenet was in default, the City had remedies.

Adair said Freenet was working on all of their financials and the City Commission would receive that information once Freenet's board approved the income tax return.

Commissioner Amyx said if Corliss had an opportunity to review the request for temporary use of right-of-way, pending all other information expected.

Corliss said initially Lawrence Freenet thought they needed a temporary use of right-of-way, but staff found out Freenet was planning on putting something permanently in the right-of-way. Usually, temporary right-of-way permits were done, for example, for someone downtown that was under construction and using public right-of-way for 30 days. He signed off on a lot of those permits to make sure they had insurance. This was more of a permanent occupation in the sense that it was not going away within a matter of days, which was why Freenet was directed toward this type of instrument. He said while this was an agreement of a 5 year timeframe, the City and the licensee had the opportunity to terminate the agreement. He said his recommendation was not terminate on a whim, but because it was no longer in the public interest because of a violation of the agreement. He said it was written that any time or any reason, giving the other party 7 calendar days and then 60 days to remove the materials from the location in question.

Commissioner Hack said if she understood Kutemeier suggestion which was to temporary grant this use of right-of-way under the authority of the previous agreement and that relationship, but asking for a full review.

Corliss said Commissioner Hack was correct, but he was trying to get at the duration issue.

Commissioner Dever said as he understood that if the City Commission reviewed the agreement and did not find satisfactory relationship, the City had the right to terminate the agreement in 7 days anyway.

Vice Mayor Chestnut said the history talked about when they were looking at the water towers and were paying for the video part of it. He asked how that worked.

Toni Ramirez-Wheeler, Director of Legal Services, said it was her understanding that Freenet provided cameras at the water towers to help utility staff monitor access to the site. The City was concerned about security at the water towers and had protocol of not allowing people in that area without approval and signing in at the water treatment plant and approval of the Utility staff. The utility staff had to meet the telecommunication providers at the water towers to unlock the gate to verify they were who they thought they were. Freenet installed this equipment so City staff could look at it from a remote location after signing in. The City paid for that service and for the equipment was installed, but Freenet installed the equipment and the City paid a yearly fee for that service at five or six sites.

Vice Mayor Chestnut said it was safe to say there was a mutual benefit for the water towers because the City had a need that Freenet addressed.

Commissioner Highberger said he was comfortable moving forward. He said the service provided at Edgewood and other locations justified the waiver of fees. He was fairly reassured there was not a private entity that was unreasonably profiting off this deal, but was something that needed to be monitored. The agreement gave the City the opportunity to terminate in seven days if the City thought anything was happening. He thought it was a good service and would like to see the City Commission execute the agreement.

Vice Mayor Chestnut said he really appreciated listening to the history because when he started on the Commission in 2007, the focus was on water towers and the water towers had a

mutual benefit in that the City was partnering with Freenet in installing equipment and monitoring that area. While it was clear, the agreements executed in 2005 also talked about not limited to right-of-ways did not come into play. He said they were now moving into a situation where they were talking about places where they had a whole bunch of other people that were lying right next to them. There was a situation where they were providing a value to the city to an entity and he did not know if there was much benefit and within inches they were charging a significant amount to other utilities.

He said they kept talking about the not for profit and the relationship, but had the same business address and it was obvious there was a close relationship. He said he had some concerns not so much about what Freenet was trying to achieve, but other relationships that might be able to be created to come before the City Commission and say they had the same structure, but it was hard to distinguish. He said when they were discussing the towers there was definitely a benefit that the City was deriving from that service and the City was paying for the monitoring of the City's Utilities, but this was not the case now and it changed the situation.

Commissioner Amyx said he thought Freenet provided a service, but the only thing he would have to offer was if the 10% free service was an acceptable level for use of the right-of-way. He said he understood there were requirements someone had to meet to be a free subscriber, but he wanted to look at a larger percentage for the use of that right-of-way.

Commissioner Hack said she agreed with comments from the Vice Mayor. She said initially the support she had for Freenet was that she thought it was a very noble and necessary and worthwhile endeavor. Since then, there have been other opportunities for free wireless in locations that were provided by other businesses. She was looking to see if there was 90% of 75% of the business that was maintained by Freenet was for profit and if there were paying customers, she did not see a huge distinction between that and what Sunflower or AT&T were doing. She said they were right in that two lines were close together and one was paying and the other was not.

She did not think it was appropriate to put in temporary permits because she did not think they would invest to put equipment there with the possibility that the results of the next Commissions were the results of the further financial investigation of CWC and Freenet and whatever else came into that might not prove sufficient enough for a future Commission to go ahead and approve it. She said her suggestion was to put the whole thing on hold until that information came to the next Commission and if the next Commission felt comfortable with it. She said she could not support it because it was too fuzzy right now.

Mayor Dever said he saw some of the questions the Commission was asking and some of the answers were located right in front of them from a technology standpoint. The easement and subsequent technological upgrades to the system would allow Freenet to increase the band and would allow them to offer more service to more people. He tried Freenet's service and did a lot of dialogue with the people who ran it, people who used the service, and thought it was an important idea that several people started and allowed. He thought it was premature to stop it. This right-of-way was clearly defensible and if the City saw any problems, he thought the contract was written well and did not have any concern if they had the authority to change the agreement if it was not an honorable and accurate depiction between Lawrence Freenet and CWC.

He said the Commission did a good thing and would like to see the process continued. He understood the technology pretty well and tried to learn about the organization as well as he could. He was supportive of Freenet and saw the agreement as an extension to provide more service. He said for him, it was more of a technology concept and was supportive of the group.

Vice Mayor Chestnut said this had nothing to do with the intentions of Freenet. Some more clarification on the relationship was appropriate. He said his concern was that they had a situation where the City had said because of the declaration of the not for profit and what they were trying to achieve in the community was great and caused other people to respond, but unfortunately they created a structure where someone could walk down that path and the

Commission would be hard pressed to say one group was in while another was out. He said he believed that whether they were spurred on by what Freenet was doing or otherwise, they had other organizations that were delivery a significant benefit to the community that was either subsidized or providing other coverage and at some point moving from the towers to the right of way underneath the streets, that was where the action was as far as the utilities and everything else. It started to become an equation where it was not Freenet but where they were going with this and what it would evolve to. He said digital divide was something they needed to address.

Commissioner Amyx asked Corliss if the upgrade and use of right-of-way would help with existing customers and the expansion of the customer base.

Diane Stoddard, Assistant City Manager, said as Freenet indicated to staff, it was basically a hardwire connection to their Kansas City point and distributing that wireless signal from the Harper water tower outward. She said it would provide a more stable signal.

Adair said it would increase their capacity to serve more residents.

Moved by Highberger, seconded by Amyx, to receive the report and approve the right-of-way agreement with Freenet for the use of City right-of-way near the intersection of 23rd and Harper Streets. Aye: Amyx, Dever, and Highberger. Nay: Chestnut and Hack. Motion carried. (24)

PUBLIC COMMENT:

Hubbard Collingsworth, Lawrence, said he wanted to comment that he greatly appreciated the honor of being able to address the City Commission on a regular basis. He wished Commissioner Amyx good luck in his re-election bid. He thanked Commissioner Hack for her work and tireless effort. He also thanked Commissioner Highberger who had been an inspiration to him for all his tireless efforts. He thanked the City staff and said he regarded the people at City Hall as family.

FUTURE AGENDA ITEMS:

04/14/09 · Mayor's State of the City Address

- Seating of new City Commissioners
- Election of Mayor and Vice-Mayor
- Establishment of various calendar items including goals and budget study session opportunities.

CONSENT AGENDA:

- Approve Rezoning Z-2-2-09, to rezone 9,297 square feet, located at 1725 New Hampshire Street from RM24 (Multi-Dwelling Residential) to CS (Commercial Strip). Submitted by Wally Storey Associates Inc, for Woodoc Investments, LLC, property owner of record. Adopt on first reading, Ordinance No. 8387 for the Rezoning (Z-2-2-09) of 1725 New Hampshire Street from RM24 (Multi-Dwelling Residential) to CS (Commercial Strip). (PC Item 8; approved 6-0 on 3/25/09)
- 04/21/09 Receive annual report for SUP-01-02-07, Lawrence Community Shelter at 944 Kentucky/214 W. 10th Street.
- 04/28/09 • Conduct public hearing to discuss the condition of the dilapidated structure at 1207 E. 13th Street and to consider declaring the structure unsafe and dangerous and ordering its repair or removal within a specified period of time.
- 5/12/09 • Conduct a public hearing regarding the temporary sale, possession and consumption of alcohol on certain city property downtown in conjunction with the Tour of Lawrence bicycle event on Saturday, July 4, 2009.
- TBD • [Request](#) from Lawrence-Douglas County Chapter of the Kansas Equality Coalition to revise Chapter X of the Human Rights Ordinance of the City Code to include gender identity as a protected category.
- Authorize the City Manager to execute an engineering services agreement with Black & Veatch for Design Phase Engineering services in conjunction with project WW0601, improvements to the Anaerobic Digester Process at the Wastewater Treatment Plant.
- Utilities Master Plan
- ***This item was heard by the CC on 02/10/09.*** Consider approving Text Amendment TA-12-27-07, revisions to multiple sections of the City Development Code to revise the Protection Standards for Environmentally Sensitive Areas and to provide more precise definitions. TA-12-27-07 with revisions to Sections 20-1101, 20-1109 & 20-1701 (PC item 18; approved 7-1-1 on 7/23/08 meeting). TA-12-27-07 with revisions to Sections 20-701 and 20-702 to maintain consistency throughout the Code. Consider adopting [Ordinance No. 8304](#) on first reading regarding TA-12-27-07 for revisions to multiple sections of the City Development Code to revise the Protection Standards for Environmentally Sensitive Areas and to provide more precise definitions. (PC item 9; approved 7-0 on 9/24/08)

ACTION: Approve Text Amendment TA-12-27-07, revisions to Sections 20-701, 20-702, 20-1101, 20-1109 and 20-1701 of the City Development Code to revise Protection Standards for Environmentally Sensitive Areas and provide more precise definitions and adopt on first reading, Ordinance No. 8304, if appropriate.

- Receive staff report regarding transferable development rights
- Approve Text Amendment TA-06-12-08, to Section 20-810 of the Subdivision Regulations to clarify the natural resources and environmentally sensitive areas that are to be protected or preserved. Initiated by County Commission June 23, 2008. Adopt Ordinance No. 8317 on first reading for TA-06-12-08, to Section 20-810 of the Subdivision Regulations. (PC Item 3; approved 7-0 on 8/25/08)
- Maple Leaf Square rezonings, dedication of easements and rights-of-way, and waiver from the requirement of the Subdivision Regulations that sidewalks be constructed on both sides of the street.

COMMISSION ITEMS:

Moved by Highberger, seconded by Hack, to adjourn at 7:00 p.m. Motion carried unanimously.

APPROVED:

Michael H. Dever, Mayor

ATTEST:

Frank S. Reeb, City Clerk

CITY COMMISSION MEETING OF APRIL 7, 2009

1. Purchase – 3 Data Units from Motorola for \$29,441.76.
2. Purchase – Software license to manage VMWare servers from Software House Int'l for \$16,024.
3. Bid Date Set – front loader, hook lift, rear loaders, and roll-off truck for Public Works on April 28.
4. Charter Ord 38 – Quorum of the governing body.
5. Ordinance No. 8375 – 2nd read (TA-1-1-09) various sections of Chapter 20 to reference SmartCode.
6. Ordinance No. 8378 – 2nd read, chickens & ducks within City limits.
7. Ordinance No. 8382 – 2nd read, allow alcohol sidewalk dining area for Jackpot Saloon.
8. Ordinance No. 8383 – 2nd read, allow alcohol sidewalk dining area for 8th St. Taproom, 801 New Hamp.
9. Ordinance No. 8384 – 2nd read, policy & procedures for economic development.
10. Ordinance No. 8385 – 2nd read, no parking, S of Greever Terr between Virginia & Louisiana.
11. Resolution No. 6831 – order construction Exchange Pl & Fairfield St., O'Connell to E 25th Terr.
12. Resolution No. 6832 – order construction Fairfield E Add No. 3.
13. Special Event (SP-3-6-09) Country Produce Tent Sale, Sears parking lot, 2727 Iowa, July 14 – Aug 12.
14. Text Amendments – various sections of Chapter 20, parking, plan approvals/extensions, site plan notice provisions.
15. Lawrence Community Shelter – Reallocation of Salvation Army Emergency Shelter/Day service.
16. Mid-block pedestrian activated signal on Peterson W of Arrowhead.
17. Signs of Community Interest – Lawrence Region Antique Auto Club, DG Cnty Fairgrounds, May 1 – May 3.
18. Engineering Svc Agreement – Anaerobic Digester Process at Wastewater Treatment Plant to Black & Veatch for \$388,990.
19. Pipeline License Agreement – BNSF Railway in conjunction with Pump Station 25.

20. City Manger's Report.
21. Lawrence Douglas County Bioscience Authority – approve \$75,000.
22. Ordinance No. 8386 – 1st Read, Local purchasing preference policy.
23. Bid award – Shawnee Mission Ford, 9 police cars.
24. Right-of-Way Agreement – Lawrence Freenet for 23rd & Harper.